



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
September 17, 2024, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Presentation by Michael Woods, Lake-Sumter MPO
2. Mount Dora Fun Fact

4

PUBLIC COMMENT

This is the time for the public to comment on a topics not listed on the agenda.

Please complete a speaker card and provide it to the City Clerk prior to the meeting.

Please clearly state your name and address for the record. If you are part of a group, please designate a speaker.

Please address all comments to the Mayor.

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request Approval for Ratification of the 2024 Collective Bargaining Agreement (CBA) between the City of Mount Dora and the Florida State Lodge, Fraternal Order of Police
2. Request for Approval of the Rankings for the Continuing Professional Consultant Services from RFQ 24-GS-013 for the City, the CRA, and, the Northeast CRA.

5

81

- | | |
|---|-----|
| 3. Request Approval of the Purchase of a New High Service Pump 1 and Motor for Water Treatment Plant #1 | 192 |
| 4. Request Authorization for the Mayor to Execute a Statutory Warranty Deed on Behalf of the City of Mount Dora for Portion of Limit Avenue | 203 |
| 5. Approval of Meeting Minutes: | 208 |
| • August 6, 2024 City Council Regular Session Minutes | |
| • August 20, 2024 City Council Regular Session Minutes | |

ACTION ITEMS

- | | |
|---|-----|
| 1. Request Approval of Task Authorization with Bentley Architects and Engineers, Inc. for Design of Sidewalk Extension and Intersection | 253 |
| 2. Request Approval of Piggyback Agreement with Atlantic Pipe Services LLC for Cured-In-Place Pipe Lining (CIPP) | 275 |
| 3. Request Approval of Mount Dora Police Charities Fund | 498 |

PUBLIC HEARINGS-RESOLUTIONS/ORDINANCES

- | | |
|---|-----|
| 1. Request Final Reading and Adoption of Ordinance No. 2024-16, Annexation for Rolkelray, LLC (4.60 Acres) | 507 |
| 2. Request Final Reading and Adoption of Ordinance No. 2024-17, Small-Scale Future Land Use Map Amendment for Rolkelray, LLC (4.60 Acres) | 536 |
| 3. Request Final Reading and Adoption of Ordinance No. 2024-18, Change in Zoning for Rolkelray, LLC (4.60 Acres) | 738 |
| 4. Request adoption of Resolution No. 2024-25 Endorsement of the Mount Dora Historical Society Historic Marker Program | 782 |
| 5. Request Adoption of Resolution No. 2024-20, Approval of Final Millage Rate | 794 |
| 6. Request Adoption of Resolution No. 2024-21, Approval of Final Budget | 798 |

CITY MANAGER'S REPORT

- | | |
|--|-----|
| 1. City Manager Evaluation | 803 |
| 2. Informational - Purchasing Division Report on Emergency Purchases | 805 |
| 3. Lobbyist Update | 815 |

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

FUTURE MEETING DATES

- October 1, 2024, 6:00 PM, Regular Session
- October 15, 2024, 6:00 PM, Regular Session
- November 5, 2024, 6:00 PM, Regular Session
- November 19, 2024, 6:00 PM, Regular Session

ADJOURNMENT

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

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



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Presentation by Michael Woods, Lake Sumter MPO

Introduction:

This is an opportunity for Lake-Sumter Metropolitan Planning Organization to provide the City Council with updates on regional transportation projects.

Discussion:

Michael F. Woods, Executive Director of Lake-Sumter MPO to provide a presentation on various roadways and transportation projects in the area.

Budget Impact:

N/A

Strategic Impact:

Objective 1.2. Enhance mobility, connectivity, and expand trail network
GOAL 2: Infrastructure / Public Safety
Objective 2.4. Sustain City Infrastructure

Recommendation:

Informational item.

Attachment(s):

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

Approved - 9/6/2024
Final Approval - 9/6/2024



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval for Ratification of the 2024 Collective Bargaining Agreement (CBA) between the City of Mount Dora and the Florida State Lodge, Fraternal Order of Police.

Introduction:

This is a request for City Council to approve the Collective Bargaining Agreement between the City of Mount Dora and the Florida State Lodge, Fraternal Order of Police.

Discussion:

Staff is recommending Council approval of a three (3) year collective bargaining agreement between the City of Mount Dora and The Florida State Lodge, Fraternal Order of Police (FOP). This agreement shall be for the period beginning October 1, 2024, through September 30, 2027. Effective October 1, 2024, FOP bargaining unit members will receive a 3% wage and established step increases. The wages for the subsequent years will be subject to annual negotiations. The FOP ratified the contract on Friday, September 6, 2024.

The City of Mount Dora and FOP negotiations were assisted by Mr. Jeffrey Mandel of Fisher & Phillips LLP, City's Labor Attorney, along with city staff. The goal of the proposed collective bargaining agreement was to continue to be competitive within our existing police labor market as well as fair and appropriate for the City at this time.

Budget Impact:

The impact of increases in wages is in line with established targets for the budget year. The wage proposal represents an approximate \$114,886.58 increase in wages over the previous year. All budgetary adjustments attributed to the Collective Bargaining Agreement have been incorporated in the FY 2024-2025 budget.

Strategic Impact:

GOAL 3: Fiscal Resources / Human Resources

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

The strategic impact aligns with the goal of providing the safest environment in which to live, work and visit. This supports the goal of economic development to build and foster the top-performing economy in the region.

Recommendation:

City Council approve the Collective Bargaining Agreement between the City of Mount Dora and the Florida State Lodge, Fraternal Order of Police.

Attachment(s):

1. Police - Final CBA FY 24-27 9.11.24

Prepared by:	Vince Sandersfeld, City Manager	
Reviewed by:	Michael Gibson, Chief of Police	Approved - 9/10/2024
	Matthew Dodson, Budget Officer	Approved - 9/11/2024
	Rita Meade, Finance Director	Approved - 9/11/2024
	Alan Cline, Director of Human Resources	Approved - 9/11/2024
	Jeanann Hand, City Clerk	Approved - 9/11/2024
	Vince Sandersfeld, City Manager	Final Approval - 9/11/2024

MOUNT DORA POLICE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF MOUNT DORA

AND THE

***FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE, INC.***

OCTOBER 01, 2024

THROUGH

SEPTEMBER 30, 2027

Table of Contents

ARTICLE	TITLE	PAGE
	Preamble	2
1	Recognition	3
2	Non-Discrimination	4
3	Union Business	5
4	Employee Discipline Action	6
5	Safety and Health	11
6	Bulletin Boards	17
7	Seniority, Layoff, Recall and Probation	18
8	Wages	20
9	K-9 Officer's Compensation	26
10	Work Week and Work Shift	27
11	Overtime	28
12	Extra Time Provisions	30
13	Court Time	31
14	Vacations	32
15	Holidays	34
16	Sick Leave	36
17	Job-Connected Disability	39
18	Bereavement Leave	40
19	Leave of Absence	41
20	Insurance	42
21	Pension	43
22	Educational Reimbursement Program	44
23	Equipment Issue and Clothing Allowance	45
24	Promotions	48
25	Locker Facilities	49
26	Voting	50
27	Grievance Procedure	51
28	Arbitration	54
29	Physical Examination	56
30	General Provisions	57
31	No Strikes, Work Stoppages, Slowdowns	59
32	Entire Agreement	60
33	Dues Deduction	61
34	Indemnification	62
35	Management Rights	63
36	Severability	66
37	Publication of the Agreement	67
38	Duration	68
—	Grievance Forms	69
—	Signature Page	73

PREAMBLE

This Agreement is entered into, by and between the City of Mount Dora, and hereinafter referred to as the City or the Employer, and the Florida State Lodge Fraternal Order of Police, Inc. hereinafter referred to as the Union or the FOP.

It is the purpose of this Agreement to provide for the equitable and peaceful adjustment of differences which may arise during its term concerning the meaning, application, or enforcement of any of its provisions, and to establish proper standards of wages, monetary benefits, hours, and other conditions of employment upon which they are earned during the term of this Agreement. It is also intended to set forth the rights, prerogatives, and authority of the City as they relate to employment hours and terms and conditions.

ARTICLE 1

RECOGNITION

The City recognizes the FOP as the exclusive Bargaining Representative for the Bargaining Unit of employees of the City's Police Department in the classifications set forth in PERC Certification Number 1230.

INCLUDED: All full-time non-exempt law enforcement personnel in the ranks of police officer, corporal, and sergeant.

ARTICLE 2

NON-DISCRIMINATION

Neither the Union, nor the City, shall discriminate against any employee on the basis of race, color, religion, age, sex, pregnancy, national origin, handicap, marital status, or Union membership or non-membership. The use in this Agreement of the designation “he” in referring to an employee shall mean “he” or “she” wherever used.

ARTICLE 3

UNION BUSINESS

- 3.1 The Union will inform the City in writing of its designated local representatives, who shall be members of the Bargaining Unit, on the signing of this Agreement and when a change occurs. A grievance may be processed during duty hours so long as the processing does not interfere with the police department's operations.
- 3.2 Union local representatives and employees shall be allowed to communicate official Union business to members in non-work areas and during non-work time to the extent that duty responsibilities are not disrupted or interfered with.
- 3.3 Upon request by the Union, the City shall provide, at cost of reproduction established pursuant to Florida Statute 119.07(1) (a), copies of the classification position control roster. The roster shall contain names, step, and grade of all Bargaining Unit Members.
- 3.4 Designated local representative(s) will be released from duty with pay, if on duty, for the purpose of attendance at grievance hearings and collective bargaining sessions subject to duty requirements as determined by the Chief of Police or designee. Administrative time, paid at straight time, will be available with prior approval for the representative(s) to adjust duty hours to facilitate necessary union related meetings.
- 3.5 In no case will an off-duty representative be compensated for conducting Union business.

ARTICLE 4

EMPLOYEE DISCIPLINARY PROCEDURES

- 4.1 A copy of the Department's Rules and Regulations, Policies and Procedures, Standard Operating Procedures, and General Orders, will be placed in the patrol room at the Police Department and will be posted on PowerDMS.
- 4.2 Any complaint filed against a unit member with the Mount Dora Police Department, and all information obtained pursuant to the investigation of such complaint, shall be confidential until the conclusion of the internal investigation or the investigation ceases to be active without a finding relating to probable cause, except that any unit member who is the subject by the complaint and witnesses immediately prior to the beginning of this investigative interview.
 - A. Anonymous Complaints
 - 1. Complaints received by mail or from citizens who wish to remain anonymous or refuse to come to the station will be assigned by the Deputy Chief of Police or their designee. In anonymous complaints, preliminary fact-finding may be completed before an investigation is opened to determine if basic points of the allegations can be confirmed (i.e. employee was working on date in question, etc.) If no corroborative evidence is obtained the Deputy Chief may summarily dispose of the complaint.
- 4.3 In accordance with Florida State Statute 112, as amended from time to time, whenever a sworn officer is under investigation or subject to interrogation by the Police Department for any reason that could lead to disciplinary action, demotion, or dismissal, such investigation shall be conducted under the following conditions:
 - A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required. If the employee is off-duty at the time of the interrogation, the employee will be compensated at the regular established rate.
 - B. The interrogation shall take place in a City of Mount Dora building. If the interrogation is to be conducted by or for another agency, it shall be conducted at either the investigative agency's office or at a City of Mount Dora building.
 - C. The employee under investigation shall be informed of the rank, name and command of the person in charge of the investigation, the interrogating officer and all persons present during the interrogation. All questions directed to the employee under investigation shall be asked by and through one interrogator at any one time.

- D. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants in accordance with the Officer Bill of Rights. (FS112)
 - E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
 - F. The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action, except that the employee may be disciplined for refusing to answer questions relating to the performance of his job duties as it relates to this investigation. No promise of reward shall be made as inducement to answer any questions.
 - G. The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. The employee and/or their representative shall also be allowed to record any interrogating session.
 - H. If the employee under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.
 - I. At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the employee's continued fitness for employment.
 - J. Where an attorney or employee representative is requested but cannot be present within 3 workdays of notification, the employee shall be required to obtain another employee representative or counsel. When an employee representative or counsel is present, he or she may advise the employee as to the employee's rights under applicable rules, regulations, and the current labor agreement. Upon the conclusion of an Internal Investigation by the Chief of Police, the employee will be provided with a copy of the disciplinary investigation and disciplinary recommendations. An employee may request a copy of written or taped transcripts.
 - K. During internal investigations or interrogations, questions must be limited to the circumstances surrounding the employee's alleged violation, and information relating directly to the violation at hand.
 - L. Florida State Statute Section 112.532 sets forth the exclusive forum and remedies for violation of one's rights secured by Section 112.532, 533, and 534.
- 4.4 A. If a traffic-related offense is committed in an off-duty status, the employee cannot be required, as a condition of employment, to submit to any test designed to determine intoxication or the presence of alcohol or a controlled substance in the

body, unless the offense involved alcohol or a controlled substance. If an employee commits a traffic related offense that bears upon his continued fitness for employment, the employee may be disciplined up to and including termination.

- B. Neither the City, its officers and employees, nor the Union or Unit Members will, at any time, make public statements regarding disciplinary proceedings in progress against an employee.
- C. When an employee is under an administrative investigation that could lead to termination, the City may relieve the employee from duty with pay, or without pay if charged or indicted for a felony or a crime of moral turpitude, pending the outcome of the administrative investigation.

In the event the administrative investigation leads to disciplinary action that is less than termination, the employee will be reimbursed for any portion of the missed compensation in excess of a suspension without pay.

It is understood that an employee will not be subject to an administrative investigation during the period of an active criminal investigation. When an employee is relieved from duty without pay pending a criminal investigation, the City shall not be obligated to reimburse the employee during the period of time the employee was being criminally investigated or prosecuted, unless the administrative investigation is not sustained or unfounded.

- D. The findings of internal affairs investigations shall be labeled "sustained" (charges supported by competent evidence), "unfounded" (act or incident did not occur), "not sustained" (not supported by competent evidence), "exonerated" (act was justifiable or excusable), or "policy failure/deficiency". No other terminology may be used.
- E. The charges "conduct unbecoming an officer," "incompetence," "carelessness," and "insubordination" must contain the specific details of the charged conduct.

4.5

- A. No employee shall be disciplined or discharged without proper cause. The disciplinary guidelines and types of disciplinary actions set forth in Section 11 of the City's Personnel Policies and Procedures shall apply to all Bargaining Unit employees.
- B. The disciplines of oral reprimand, demotion, and termination shall be invoked immediately. All other disciplines shall be invoked at the conclusion of Step Four of the Grievance Procedure.

- 4.6 Any employee, who is summoned before a departmental investigator or internal affairs during his off-duty hours, will be compensated at the employee's rate of pay, with a 2 hour

minimum guaranteed. An employee will only be summoned to return for an administrative investigation only under exigent circumstances (i.e. Officer Safety, public safety).

- 4.7 All employees have the right to inspect and make notes of their individual records during normal administrative office hours and no such records will be denied inspection by the employer.
- 4.8 Discipline and discharge shall only be grieved through the Grievance Procedure as outlined in Article 27.
- 4.9 Neither oral reprimands, nor the first written reprimand, given in a twelve (12) month period, are subject to the arbitration process. If a second written reprimand is given for the same or similar violation in a twelve (12) month period, the grievant may proceed to arbitration as provided in Article 28 of this Agreement.
- 4.10 Internal investigations should be completed within ninety (90) calendar days of the Officer being officially served. If for some reason this is not possible, the Chief of Police or designee will notify the person charged and explain the reason for the delay in writing. Duration of the investigation will be in accordance with the Officer Bill of Rights. (FS112).
- 4.11 Types of Disciplinary

For one (1) violation, there will be one (1) type of discipline. The types of discipline shall be as follows in accordance with General Order 202:

- 1. Oral Reprimand
- 2. Written Censure
- 3. Suspension Without Pay up to two hundred forty (240) work hours per violation. Upon request of the employee and approval of the Chief of Police (or designee), the forfeiture of accrued personal leave in lieu of suspension without pay is permitted provided the violation does not involve indebtedness to the City.
- 4. Demotion
- 5. Termination

4.12 Progressive Discipline

Discipline will be consistent and progressive for similar or substantially similar violations in the preceding 7-year period. An employee's 7-year prior discipline history and any of the following: the nature and seriousness of the offense, and whether the offense was intentional and technical or inadvertent, or was committed maliciously, or was frequently repeated, the relation to employee's duties, position, and responsibilities, the employee's job level and type of employment, including supervisor or fiduciary role, contact with the public and prominence of the position, the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisor's confidence and the employee's ability to perform assigned duties, the impact of the offense upon the reputation

of the employer shall be proper cause for the discipline to be enhanced above the progressive discipline for similar or substantially similar violations in the preceding 7-year period.

- 4.13 The employee's disciplinary file will be retained in accordance with Florida State Statutes, General Records Schedule GS2 for Law Enforcement or as otherwise legally provided by law.

ARTICLE 5

SAFETY AND HEALTH

- 5.1 The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.
- 5.2 Employees covered by this Agreement shall not be required to use a vehicle or piece of equipment reasonably deemed unsafe as provided herein. With respect to vehicles, the term reasonably safe shall relate to brakes, tires, lights, police emergency flashers, horns, sirens and/or steering.
- 5.3 Whenever an employee covered by this Agreement determines that a vehicle or other equipment is unsafe and, therefore, unfit for service because it is a hazard to him or to the public, or both, he shall immediately inform his shift sergeant. If the shift sergeant concurs, a Bureau Commander shall be notified. If the Bureau Commander concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe by the Bureau Commander.
- 5.4 If the unsafe equipment is a vehicle and the nature of the unsafe condition is such that it should not be driven, the vehicle may be dead lined at the location where it is deemed unsafe. In no case will police vehicles or equipment be left unattended at a place other than the Police Department. However, if the nature of the unsafe condition is such that the employee can drive the vehicle to a place of repair without hazard to himself or the public, he shall do so. The employee's supervisor will be notified prior to any action. The supervisor will contact a lieutenant who will make a final determination as to what action will be taken.
- 5.5 Officers unassisted will not be required to transport persons detained in a vehicle not equipped with a cage, except in an emergency, and then another officer will assist the transporting officer.

5.6 Physical Agility Test (PAT)

The purpose of this Article is to establish health and fitness standards for Mount Dora Police Department in an effort to promote and encourage overall fitness and to ensure the safety and well-being of all personnel. Additionally, sworn employees are expected to maintain a satisfactory level of health and physical fitness required to perform the task assigned.

- A. This agency considers physical and mental health to be essential aspects of the law enforcement function (See job descriptions of Police officer attached as Exhibits A and B to this policy). Sworn members must be sufficiently fit to perform under adverse conditions, pursue and subdue subjects, and appropriately protect and

defend themselves. Additionally, it is widely accepted that physical fitness promotes self-esteem and increases member confidence.

Sufficient evidence supports that benefits from participation in a health and fitness program include the following:

1. Regular physical exercise reduces the effects of stress on the human body.
2. A physically fit employee is less susceptible to common injuries, and, if injured, tends to recover more rapidly.
3. Specific physical and mental health risks, such as heart disease, diabetes, orthopedic disorders and anxiety, are less likely to occur in individuals who exercise on a regular basis.
4. Physically fit sworn members tend to perform their duties with greater ease and tend to utilize less sick-leave.

- B. To ensure the safety and well-being of its sworn members and employees, this agency will provide a health and fitness program. Due to the physical demands of a sworn employee in their assigned task, this program will be voluntary for the duration of this Collective Bargaining Agreement.

All sworn and non-sworn members are encouraged to participate in this health and fitness program.

- C. Minimum Requirements for the Physical Abilities Test (PAT)

1. All sworn members may successfully complete the PAT annually as scheduled by the Training Coordinator or designee as set forth.
2. Testing will be limited to times of day with due regard for temperature and humidity.
3. Sworn law enforcement members meeting the established minimum standard of 8 minutes, 30 seconds (8:30:00) for the law enforcement PAT course will be deemed to have successfully completed the PAT. Upon successful completion of the PAT, sworn members will receive 8 hours, 10 hours or 12 hours of PAT time (designation on time sheet), depending on their assigned schedule at the time of the testing. The PAT time will expire after one year of completion.

- D. Administering the Physical Abilities Test (PAT):

1. Administration of the Physical Abilities Test may only be conducted by PAT-certified personnel. The Training Coordinator and/or his designees are required to be PAT-certified. PAT- certification can be achieved after instruction on

"Physical Abilities Testing Requirements and Responsibilities" and documented by Training personnel.

2. On an annual basis, the Training Coordinator will schedule, test, and record PAT results for each employee voluntarily participating and forward the successful completion of the PAT to the Chief of Police for approval of PAT time distribution.
3. Two PAT-certified personnel with separate timing devices will be present for each PAT conducted. The lowest time will be recorded on a sign in roster.

Physical Abilities Course

Directions: Law Enforcement Staff

Exit Patrol Vehicle:

Start by sitting in a vehicle with the seat belt on and both hands on the steering wheel.

The instructor will give the employee a description of a suspect (Using two descriptors: i.e. white shirt & blue jeans).

The instructor will then give direction to START (timing starts). The participant must remove the seat belt and exit the vehicle, SHOULDER a long gun (located on the front seat), from behind the driver's door, then place it back in the vehicle. This task will test small motor skills and ability to think under stress.

Four Foot Wall:

The employee then will run approximately 40 yards to a four-foot wall where they must maneuver over the wall. This task will test for leg and upper body strength.

Serpentine:

The employee will run a 20-yard serpentine consisting of 10 poles spaced approximately 3 yards apart. The participant may not pull or push off of the poles. This task will test agility.

Hurdles:

The employee will cross over three hurdles (individually) at heights of approximately 12", 18" and 24". If any of the cross-bars are knocked off, the participant must replace the bar and re-start at the first hurdle. This task will test leg strength and agility.

Low Crawl:

The employee will crawl under approximately 27" cross-bars approximately 8' in length. If any of the cross-bars are knocked off, the participant must replace the bar and re-start at the beginning of the low crawl. This task will test flexibility and agility.

Broad Jump:

The employee must jump or step over a ditch approximately 3- feet long. If the participant lands in the hole they must re-attempt the broad jump. This task will test leg strength and agility.

Pipe Crawl:

The employee must pass through a large concrete pipe about 6' in length. This will test lower back flexibility and agility.

Balance Poles:

The employee must cross approximately 30 feet on horizontal poles without stepping off or falling. If the participant falls or steps off before at least one foot touches or crosses the red stripe, they must re-start the balance poles from the beginning. This task will test balance and agility.

Ladder Climb:

The employee must climb up a vertical ladder (approximately 15') touch the bell at the top then climb down stepping on the next-to-last rung (marked in red) with at least one foot. If the participant fails to step on the red rung, they must re-attempt the ladder climb. This will task leg and arm strength.

Stair Climb:

The employee will walk or run up a flight of stairs then down another flight making sure to step on the next-to-last stair (marked in red) with at least one foot. The participant is not required to touch every step but failure to step on the red step will require a re-start. This will task for leg strength and agility.

Six Foot Wall Climb:

The employee must maneuver over a six-foot wall. This will task upper body, leg strength and agility.

Door Entry/Identification:

The employee must approach a door. They must then open the door to encounter three numbered suspect posters. The participant must then correctly identify the number marked on the suspect that matches the description given at the start of the course by calling out "1", "2", or "3". This task will test the applicant's/employee's ability to think and retain information while under physical stress.

Window Climb:

The employee will approach and climb through an approximate 30" by 30" opening, which is approximately 40" off of the ground. This task will test flexibility and agility.

Sled Drag:

The employee must approach the sled drag, by first rounding the post marked in red (west side) regardless of where the sled is located. The participant must then drag the 150 pound sled in the opposite direction (approximately 70 feet) until the REAR edge of the sled passes the ending markers. NOTE: The evaluator must position the sled (and handle) so that the front edge of the sled is aligned with the starting markers PRIOR to the participants approach. This task will test leg and arm strength.

100 yard Run:

This employee will run at least 100 yards back to the patrol vehicle. This task will test quickness and stamina.

Dry Fire/Radio Communication:

The employee will approach the table behind the vehicle and retrieve the training handgun at which time they will dry fire it 6 times with each hand and place the weapon back on the mat on the trunk. The participant will then enter the vehicle, pick up the radio microphone and simulate a transmission identifying their ID number and "assignment complete" (timing ends). This task will test fine motor skills and the participant's ability to communicate under physical stress.

- 5.7 Each sworn Bargaining Unit member assigned patrol services bureau duties prior to commencing his tour of duty shall be assigned an operable portable radio.
- 5.8 The City will provide no less than annual firearms training for sworn officers.
- 5.9 Domestic animals may be transported, in a patrol vehicle, when the animal control officer is not available and transport is necessary for the health and safety of the animal or the citizenry.
- 5.10 Any employee hired by the City of Mount Dora Police Department shall be nonusers of tobacco or tobacco products whether on-duty or off-duty while employed by the City.

In accordance with the City's Policy on the use of tobacco or tobacco products as approved by City Council on May 6, 2014, smoking or the use of tobacco products shall not be permitted anywhere in, around, or on the property of any City facility in which employees

work or have access to, including any City rights of way or in any vehicle(s) they may drive. Use of tobacco products in front of the public while on duty is prohibited.

The activity of "smoking or use of tobacco products" shall include but not be limited to the smoking or carrying of any kind of lighted pipe, cigar, cigarette, or the use of any other tobacco product, including chewing tobacco, snuff, "E" cigarettes, etc.

- 5.11 Minimum staffing requirements for Officers, Detectives and Supervisors will be established by the Chief of Police or his designee.

Staffing levels will be determined based on a workload analysis. In part, a workload analysis will take into consideration the number of calls for service, the types of calls for service, the types of investigations, the amount of time it takes for personnel complete their calls for service or their investigations or crime trends that require the shift of personnel to address the trends and provide for the safety of Officers, citizens, and visitors.

ARTICLE 6

BULLETIN BOARDS

- 6.1 The Union will be allocated a reasonable location in Department for a bulletin board for posting of Union material.
- 6.2 Such bulletin board space is exclusively for the Union for the purpose of posting Union business and information such as Notices of Union meetings, elections and recreational and social activities.
- 6.3 The Union shall not post any materials that are obscene, defamatory, or impair the operations of the department.
- 6.4 Any violation of this section shall result in the elimination of the bulletin board's use by the Union.

ARTICLE 7

SENIORITY, LAYOFF, RECALL AND PROBATION

- 7.1 Seniority shall be determined by continuous service in the Mount Dora Police Department, calculated from the first day of most recent full-time paid service.
- 7.2 Employees with the same first day of full-time paid continuous service as defined herein shall be assigned to the seniority list by alphabetical listing of their last name.
- 7.3 Upon request by the Union, the City shall provide, at cost of reproduction established pursuant to Florida Statute 119.07(1) (s), such copies of the personnel list roster. The roster shall contain names, job title and seniority date of all Bargaining Unit members.
- 7.4 An employee who is permanently laid off and has not been recalled for six (6) months, or who fails to report for work within ten (10) days of receipt of notice of recall (certified letter), or fails to return to work within three (3) days after a leave of absence, shall lose his seniority.
- 7.5 In the event personnel reduction is necessary, employees shall be selected for layoff in accordance with the following procedures:
 - A. The first employees to be laid off shall be employees in the order of least seniority to most seniority provided all employees not laid off possess the necessary basic skills and abilities to perform the job for which they are filling.
 - B. The next employees to be laid off shall be regular employees in the order of least seniority to most seniority provided all employees not laid off possess the necessary basic skills and abilities to perform the job for which they are filling.
 - C. Any employee who is to be laid off shall be compensated in full for all accrued wages, compensatory time, holiday time pay hours. Sick time will be paid at 25% up to 720 hours. If an employee is recalled, their sick bank will be reinstated with their sick time balance minus the amount the employee was paid out during lay off.
 - D. Any employee who is laid off, who had advanced to his present classification from a lower classification in which he held a permanent appointment, shall be given the opportunity to displace a less senior employee in the lower classification in the same department.

- E. In the case of an employee bumping down to a lower classification, the Chief may protect a position in that classification irrespective of seniority.
- 7.6 Employees on layoff status with seniority rights have preference to recall. In the event an employee is to be recalled, the employer shall notify him by registered mail not less than ten (10) days prior to the date he is to report for duty. Failure of an employee to keep the employer informed of his current address shall relieve the employer of all responsibility with regard to the notification time frame. An employee who fails to report for duty as scheduled on recall from a layoff shall be considered to have voluntarily terminated his employment unless such employee has notified the Employer, and is excused from duty by the Police Chief. Employees recalled after layoff shall be reinstated at their last position prior to the layoff and retain their seniority.
- 7.7 Sworn Officers will serve a one (1) year probationary period, and nonsworn employees will serve a six (6) month probationary period, which may be extended by the Police Chief at his discretion for a period of time for additional observation, not to exceed six (6) months. Employees who are still on probation may be terminated without cause and without recourse to the grievance or arbitration article(s) herein. On satisfactory completion of his probationary period, the newly hired employee's seniority dates from his first day of most recent full time paid services.
- 7.8 Promoted members will serve a one (1) year probationary period for that position or rank, which may be extended by the Police Chief at his discretion for a period of time for additional observation, not to exceed six (6) months. Employees who are on probation may be reduced to their former position or rank without cause and without recourse to the grievance or arbitration article(s) herein.

ARTICLE 8

WAGES

8.1 Members of the sworn Bargaining Unit shall have their hourly rate of pay calculated on a 2184-hour or a 2080-hour work year, depending on their assignment.

8.2 For Fiscal Year 2024-25, pay levels will be increased by 3% as reflected in the following tables:

A.

<u>Officer</u>	<u>10/1/2024</u>
New Hire	27.5488
1	27.9481
2	28.4899
3	28.6291
4	28.7683
5	28.8513
6	29.1327
7	29.6788
8	30.0432
9	30.6076
10	31.3358
11	32.6959
12	33.4916
13	34.1579
14	35.0684
15	35.9611
16	36.8892

B.

<u>Corporal</u>	<u>10/1/2024</u>
1	28.8360
2	29.5393
3	30.2579
4	30.5530
5	30.8481
6	31.1561
7	31.4127
8	32.0800
9	32.8884

10	33.6969
11	34.5565
12	35.3907
13	36.2376

C:

<u>Sergeant</u>	<u>10/1/2024</u>
1	35.5627
2	36.4301
3	37.3155
4	37.6747
5	38.0469
6	38.4191
7	38.9066
8	39.4327
9	40.0615
10	41.0111
11	41.8067
12	42.6280
13	43.4107
14	44.2961

All Bargaining Unit members, other than new-hire probationary members shall advance one (1) pay step on October 1, 2024. Starting in Fiscal Years 2025-26 and 2026-27 members shall advance (1) one pay step with a “Good” or better Performance Appraisal on their anniversary date of hire.

8.3 Fiscal Year 2025-26 and FY 2026-27 wage increases, if any, shall be established through reopener negotiations.

8.4 Promotional pay adjustment(s):

- A. Officers who are promoted to the rank of Corporals shall be placed in the appropriate Corporal’s pay level that ensures that member makes no less than 5% more than their current base pay.
- B. Corporals who are promoted to the rank of Sergeant shall be placed in the appropriate Sergeant’s pay level that ensures that member makes no less than 5% more than their current base pay.

8.5 Lateral entry:

Police officers may be hired at a pay level commensurate to their law enforcement experience, limited to five years of experience.

Mount Dora Police Officers who leave the agency and then are later re-employed shall be limited to a pay level no greater than when they left.

Under exigent circumstances, the Chief of Police retains the option to hire a sworn member with urgently needed or highly specialized skills at any pay level.

8.6 It is the intent of this article to make Performance Appraisals due on the member's anniversary date of hire.

The transition for probationary members (new hire or promotion) will be accomplished in the following manner:

Newly hired probationary members will start at the new hire pay rate, unless exceptions were made due to experience or other factors that allowed the new member to start at a higher level of pay. Upon the new member's first anniversary, the member will be placed at the next appropriate level on the pay scale, provided they successfully completed their probationary period and met the established performance appraisal requirements.

Any Probationary Bargaining Unit member will be evaluated on their anniversary date of hire or promotion. As long as the Probationary Bargaining Unit member's Performance Appraisal is "Good" or better, the Probationary Bargaining Unit member will be placed at the next appropriate level.

For Bargaining Unit members hired in accordance with Article 8.3 will move to the new lateral pay rate in effect on October 1.

8.7 In the event the Bargaining Unit member scores below "Good" on their annual review the following procedure will occur:

The affected Bargaining Unit member will be advised, in writing, of the area(s) of their performance that require improvement. The affected Bargaining Unit member will be re-appraised after ninety (90) days. Upon receiving a passing score, they will be advanced to the next pay step level.

- 8.8 Officers who, in the absence of a Corporal or a Sergeant, perform supervisory duties as a squad supervisor shall receive a 5% increase in their hourly rate for all hours worked as an acting supervisor. Such acting assignments shall be solely at the discretion of the Chief of Police or designee.

It is understood that the Corporal position was designed to act as an assistant to and perform supervisory duties during periods when the assigned Sergeant is not on duty. Corporals are compensated at a higher rate than Officers and it is reasonable for Corporals to expect to perform as the squad's supervisor in the absence of the Sergeant. Corporals who act as the primary squad supervisor for fourteen (14) consecutive calendar days shall receive a 5% increase in their hourly rate of pay for all hours in excess of fourteen (14) consecutive calendar days. Such acting assignments shall be solely at the discretion of the Chief of Police.

From time to time, Sergeants will be assigned to perform duties as an Acting Lieutenant or Commander. When a Sergeant is assigned to act as an Acting Lieutenant or Commander, the Sergeant shall receive a 5% increase in their hourly rate of pay for all hours worked as an Acting Lieutenant or Commander. Such acting assignments shall be solely at the discretion of the Chief of Police or designee.

- 8.9 Bargaining Unit members, who are required to complete a "Daily Observation Report" on any trainee, shall be paid an additional \$3.50 per hour.

8.10 Educational Incentive and Longevity Pay

A. Educational Incentive Compensation

Bargaining unit members will be provided education incentive compensation in accordance with Section 943.22, Fla. Stat.

B.

On December 1st of each year, an annual bonus will be paid to recognize an employee's years of service. Time must be attained by December 1st of each year to qualify. Qualifying members will be paid only at the highest level achieved.

Years of Service	Pay
5 th Anniversary – 9 th Yr.	\$250.00
10 th Anniversary – 14 th Yr.	\$450.00
15 th Anniversary – 19 th Yr.	\$650.00
20 th Anniversary – 24 th Yr.	\$850.00

25 + Years	\$1,050.00
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Bargaining unit members currently receiving Education & Longevity pay under the 2021-2024 contract shall continue to receive Education & Longevity pay at their current levels until such time as they would receive a greater amount by application of the above table. (Example, a bargaining employee currently receiving \$800 per year would continue to receive \$800 until they reach their 20th anniversary, upon which they would receive \$850.)

8.11 Specialized Assignment Pay:

Members assigned to Criminal Investigations, Special Operations, the Community Relations Supervisor & Officers (SROs & CRA Officers), Administrative Services Sergeant, Traffic Unit Sergeant & Officers and K9 Officers will be compensated at their appropriate level, plus a 5% stipend while in that assignment.

8.12 Assigned Vehicles:

All sworn members will normally be assigned a vehicle that shall be maintained in a ready status at all times, prepared for rapid deployment in the event of circumstances requiring the immediate or timely response of sworn personnel.

Assignment of vehicles will be based upon availability of vehicles.

Members must complete their field training before they become eligible for an assigned vehicle. The Department may assign a vehicle to a member before the end of their probationary period, based upon operational needs.

Members shall provide to the department the means to contact them in the event they are needed. This includes home phone numbers, cell phone numbers, department pagers, and temporary address phone numbers.

Members are not constrained or restricted in any manner from personal activities. However, all members, except those on leave, vacation, or excused by their supervisors, shall promptly respond to department attempts to contact them. Members who fail to promptly respond to department attempts to contact them, will be subject to losing their privilege to an assigned vehicle. Three unexcused failures to respond to the department's efforts to contact the member, within a 12-month period, will result in a loss of assigned vehicle privileges for a period of 7 working days. Subsequent violations will result in a progressively higher loss of assigned privileges.

The vehicle assignment privilege may be suspended/revoked at the discretion of the Chief of Police or designee with cause for a period, not to exceed 84 hours.

8.13 Vehicular usage charge:

Members who reside within the City limits or 20 miles or less from the boundary of the City of Mount Dora shall be exempt from vehicle usage fees.

Members who reside more than 20 miles, but less than 31 miles from the boundary of the City of Mount Dora shall have \$25.00 deducted from their pay each pay period.

Members who reside more than 31 miles, but less than 45 miles from the boundary of the City of Mount Dora shall have \$35.00 deducted from their pay each pay period.

Distance will be calculated using the measurement “as the crow flies” from the members residence directly to the closest boundary of the City of Mount Dora.

Members assigned to K9 or SWAT are exempt from vehicle usage charges.

8.14 Special Assignment Pay

Bargaining Unit Members who are part of the following units and meet requirements established by the Chief of Police, shall be paid the following special duty bi-weekly rate listed below:

SWAT		\$57.69
Motor Operators		\$28.85
Honor Guard		\$28.85

ARTICLE 9

K-9 OFFICER'S COMPENSATION

- 9.1 Bargaining Unit employees who are permanently assigned to and perform the duties of K-9 officer, and required to board and care for the assigned animal during off-duty hours, shall receive additional compensation as provided for in this Article. Assignment of officers to canine duty is solely at the discretion of the Employer.
- 9.2 The Employer will pay veterinarian and other customary expenses for assigned animals. Expenses will be approved by the Chief of Police, or designee, prior to being incurred except in cases of emergency.
- 9.3 Time spent in activities relating to the care and boarding of the assigned animal, if during the assigned shift, will be compensated at the officer's regular pay rate. In the event of an unexpected emergency and/or special care is immediately required for the assigned animal outside the assigned shift, the officer shall revert to an on-duty status and be compensated as such.
- 9.4.0 As per the Fair Labor Standards Act; pertaining to an employee who is assigned a canine will have their schedule adjusted to provide for daily canine care. Employees assigned a canine will work an 84-hour bi-weekly schedule. Within the 84-hour bi-weekly schedule, the canine handler will be permitted to claim 30 minutes of canine care per day for a total of seven (7) hours per pay period. Canine care should occur within the 84-hour bi-weekly schedule. Nothing in this section shall preclude the canine handler from working and being compensated for overtime hours they may work.

Any training for the canine should not accrue overtime or compensatory time, unless the employee receives prior approval from their supervisor. Any approved regular canine training should be conducted during their normal work schedule and will not exceed its scheduled time without approval from the supervisor.

ARTICLE 10

WORK WEEK AND WORK SHIFT

- 10.1 The standard payroll workweek shall begin bi-weekly at 06000 hours Monday.
1. Employees assigned to eight (8) or ten (10) hour shifts shall have an eighty (80) hour bi-weekly pay period.
 2. Employees assigned to ten and one-half (10.5) or twelve (12) hour shifts shall have an eighty-four (84) hour bi-weekly pay period.
- By Management Rights, the City has the right to set the hourly shift and shift rotation frequencies and to change the same from time to time based on its exercise of Management discretion, provided a shift shall not be less than eight (8) hours with at least two (2) consecutive scheduled days off per week except at time of schedule rotation. A unit's shift rotation shall not be less than four (4) months in length unless specified by management.
- 10.2 Each employee shall be entitled to a paid meal period. Employees scheduled to work eight (8) or ten (10) hour shifts shall be entitled to a paid meal period not to exceed thirty (30) minutes, forty-five (45) minutes for those scheduled to work twelve (12) hour shift, during their regular work shifts, workload permitting.
- 10.3 No employee shall be required to work a split shift. Whenever a shift rotation occurs, or an employee rotates to a new shift, the employee(s) will be entitled to at least off-duty time equal to the number of hours in their regular shift prior to returning to work.
- 10.4 Employees covered by this Agreement shall be considered on duty for those hours actually worked under the supervision of the department.
- 10.5 Employees assigned to Specialty Units are subject to adjustments of their hours and/or days to meet the circumstances at hand. Management will give as much advance notice as possible when adjustments are made.
- 10.6 Except as provided in this Agreement, or in operational emergencies, an employee will not be required to adjust his scheduled hours, shift, or days off, from those scheduled, with less than seven (7) calendar days advance notice.
- 10.7 Personnel attending a department approved training class of 80 hours will be paid for their normally scheduled pay period.

ARTICLE 11

OVERTIME

- 11.1 Employees shall be required to work overtime when ordered unless excused by management. Overtime shall be scheduled in accordance with departmental Standard Operating Procedures and prevailing City Ordinances and Resolutions and administered in accordance with the provisions of this Agreement.
- 11.2 For the purpose of overtime computation, vacation, paid holiday (except when worked), bereavement leave, voting time, blood donor time, jury duty, sick leave, therapy or treatment for job injury, court stand-by time, stand-by time, compensatory leave, and annual military leave from duty on active pay status, shall not be construed as time worked.
- A. In the event that an employee is required to report for unscheduled duty during a pay period in which any of the time enumerated in 12.2 was used, a member may elect to take that time in a paid status calculated with the above listed restriction, or a member may elect to take compensatory time calculated at one and one-half (1-1/2) time.
- B. If an officer is injured in the line of duty during a pay period, any incurred overtime during that same pay period shall be counted as overtime and paid as such.
- 11.3 All hours actually worked by Sworn Officers in excess of eighty-four (84) hours in their 14-day work cycle, if assigned to a 10.5 hour or 12-hour shifts, will be paid at an overtime rate of one and one-half (1-1/2) times their regular rate. All hours actually worked in excess of eight (80) hours in their 14-day work cycle will be paid at an overtime rate of one and on-half (1 – 1/2) times their regular rate for sown Officers assigned to eight (8) or ten (10) hour shifts.
- 11.4 Bargaining Unit employees may elect to take overtime earned and Holiday hours as compensatory time with the following limitations:
- A. The maximum number of hours an employee may accrue as compensatory time is one hundred eighty (180). Any hours submitted above the one hundred eighty (180) maximum shall be paid per Article 11.3.
- B. Accrued compensatory time shall be paid in the event the affected employee leaves the employ of the City of Mount Dora. In that event, any accrued compensatory time shall be converted to pay for inclusion in the final computation of the employee's final paycheck.

- C. Employees may request to be paid (cash out) 40 hours compensatory time at any time, and all compensatory time must be paid out by September 30 each year. Upon receipt of a promotion from non-exempt status to exempt status, all compensatory time will be paid out to the employee.
- D. Compensatory time may be granted to non-exempt employees in lieu of paid overtime and shall accrue at the same rate of pay (time and one-half).
- E. Any employee with accrued compensatory time may use the compensatory time within a reasonable time of their request to do so, provided the request will not unduly disrupt the operation of the department or the City.
- F. Payments for compensatory time will be made at the straight hourly rate earned by the employee at the time the employee is paid. Compensatory time shall be counted as hours worked and for the purpose of computing overtime.

ARTICLE 12

EXTRA TIME PROVISIONS

12.1 Call Back Time

- A. An employee called back to work after regular working hours shall be paid for actual hours worked with four (4) hour minimum guarantee.
- B. When an employee is called back to return departmental property or to correct or resubmit improperly completed reports, correspondence, or legal processes, or any other issue that arose due to employee error, the minimum provision of Section A of the Article will not apply, and the employee will be compensated for those hours actually worked.

12.2 On-Call Duty Time

- A. The Chief of Police, or his designee, may require employees to be "on-call". While "on-call", employees will be continually and immediately available by telephone for response to call-outs. During this "on-call" period, employees will be assigned a take home departmental vehicle and compensated at a rate of twenty dollars (\$20.00) for each day they are "on-call" Monday through Friday and thirty dollars (\$30.00) for being on-call on Saturday, Sunday and recognized holidays.

- 12.3 Employees will receive compensation for training at their regular rate when required by the department to attend during off-duty hours. As conditions of employment, officers must periodically train or be retrained or qualify in use of firearms' qualification, radar certification or recertification, chemical tests for intoxication, refresher and initial training, and such other remedial training as required. If such training occurs during off-duty hours, it shall be compensated as time worked. This provision shall not apply to training or attendance at any police training programs that may be required to obtain or retain certification for employment or qualify for any additional compensation available by law.

ARTICLE 13

COURT TIME

- 13.1 Off-duty officers responding to legal process issued at the request of the prosecution resultant from performance of duties will, when actually required to appear to testify in court or for State Attorney's investigation, in response to said process, intakes, and depositions, while in an off-duty status, be paid a minimum of four (4) hours straight time pay; however, time spent will be calculated in tenths (.10) of hours for these hours or portions thereof actually present at the legal proceedings, as verified by a court official or the State Attorney's office. All hours spent above shall be considered hours worked for the purpose of calculating overtime.
- 13.2 Relevant subpoena information shall be detailed in the time and attendance system.

ARTICLE 14

VACATIONS

- 14.1 Annual vacation leave is provided to allow every eligible employee an vacation period. Accrued vacation leave is vacation leave earned that is unused at any given time. Vacation leave shall begin to accrue from the date of employment with the Mount Dora Police Department, but not be used during the first ninety (90) days of employment.
- 14.2 An employee shall be entitled to vacation leave with pay as provided in the City of Mount Dora Personnel Policies and Procedures.
- 14.3 The Department shall be responsible for the scheduling of vacation leave, taking into due consideration the employee's rank and seniority.
- 14.4 Any earned vacation leave accrued in excess of two hundred forty (240) hours shall not be carried over to the next calendar year. If the excess cannot be used due to work demands dictated by the City, the excess will be paid out or carried over into the next year as determined by the City.
- A. Employees covered by this Agreement will be allowed to sell back a maximum of (40) hours of accrued vacation each calendar year. The employee must give written notice of intent to sell back by July 1st to receive payment the following fiscal year.
- 14.5 Employees who have satisfactorily completed their twelve (12) month probationary period shall be entitled to vacation pay in the amount of their unused earned vacation, unless the employee resigns without a proper two (2) week notice.
- 14.6 All earned vacation leave of an employee who dies while in the service of the City shall be paid to the employee's named beneficiary or estate of said individual.
- A. In the event an employee becomes permanently disabled while in the service of the City of Mount Dora and is separated from employment as a result of his/her injury, all earned vacation pay shall be paid out upon separation.
- 14.7 Annual leave, in no less than one (1) hour increments, may be granted for vacation, absences for transacting personal business which cannot be conducted during off-duty hours, religious holidays other than those designated by the City as official holidays, uncovered portions of absences due to medical reasons once sick leave has been

exhausted, or any scheduled absence from duty not covered by other types of leave provisions in this Agreement.

- 14.8 Payment of any accrued vacation time shall be subject to repayment of any outstanding indebtedness owed to the City upon separation.
- 14.9 If an employee's leave for whatever reason extends beyond twelve (12) weeks, the employee shall not accrue sick leave or vacation leave credits after this twelve (12) week period until returning to work on their regular work schedule.
- 14.10 The City agrees that an employee shall be able to receive his/her vacation pay check in advance of his approved/scheduled vacation by submitting a request in writing to the payroll department at least two (2) weeks prior to starting annual leave.
- 14.11 Vacation Leave for employees shall accrue on a bi-weekly basis in accordance with the following schedule:

Years of Service	Hours	Yearly
0-4 Years	3.69	96 hours
5th Year Anniversary Date	4.61	120 hours
10th Year Anniversary Date	5.54	144 hrs.
15th Year Anniversary Date	6.46	168 hrs.
20th Year Anniversary Date	7.85	204 hrs.

ARTICLE 15

HOLIDAYS

15.1 The following holidays shall be recognized:

New Year's Day
Dr. Martin Luther King's Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Note: The City may determine a floating holiday in addition to the above Holidays.

15.2 If a paid holiday falls on an employee's regularly scheduled day off the employee will be compensated for an additional shift at regular straight time pay. If an employee must work on a holiday, the employee will be paid for hours worked plus an additional shift at regular straight time. The number of hours for the additional shift of pay will be determined by the employee's normally scheduled shift, i.e. 8-hour, 10-hour, 12-hour shift.

15.3 Employees normally scheduled to work on a day on which a holiday falls or observed and who, in the opinion of management, are not essential to work on that holiday, will be required to take that day off. Employees not required to work will receive their regular straight time shift pay at regular rate of pay for said day off. Holiday time will only count as time worked for the purposes of calculating overtime because of "call out" or being ordered to work during that pay period.

15.4 An employee who is on sick leave on an observed holiday will only receive the holiday pay for that shift. If an employee is off on approved on-the-job injury, his scheduled work shift both preceding and following a holiday, the employee shall receive holiday pay in addition to any other remuneration due.

15.5 In the event the City awards time off for any additional holiday to all general employees, a proportionate amount of compensatory time, at straight time, will be

awarded to bargaining unit members based on the number of hours in their regularly scheduled shift. (Example if the general employees are given an additional one-half day holiday, bargaining unit employees assigned to a 10-hour shift would receive 5 hours of compensatory time, and bargaining unit employees assigned to a 12-hour shift would receive 6 hours of compensatory time.)

ARTICLE 16

SICK LEAVE

- 16.1 Paid sick leave is time off granted to an employee to recuperate from illness or accident and related purposes. The employee shall retain seniority rights while on periods of paid sick leave. An employee who recuperates during his regular shift, and while on sick leave, will report his condition to his supervisor and be available to report to work for the remainder of the shift if so instructed.
- 16.2 Sick leave shall apply only to bona fide illness or injury, as noted below, and only for the time actually required.
- 16.3 An employee shall earn sick leave as provided in the City's Personnel Policies and Procedures.
- 16.4 Sick leave may be granted for:
- A. Incapacitation by reason of illness or injury
 - B. Medical, dental or optical examination or treatment
 - C. Jeopardizing the health of co-workers due to exposure to a contagious disease
 - D. The illness or injury of a member of the employee's immediate family that requires the personal care and attention of the employee. For purposes of sick leave, immediate family will be defined as: spouse, children, parent, brother, sister, grandmother, grandfather, grandchildren, legal guardian, or any member of the employee's household.
- 16.5 Charges for sick leave will normally be in full shift increments, unless the Chief or designee approves a shorter period.
- 16.6 The supervisor shall be informed of absence due to illness, if possible, at least one (1) hour, or as soon as possible, before the employee's normal reporting time. An employee must report their intended absence and the nature of the illness on a daily basis, unless excused by the respective Division Commander
- 16.7 In those instances when an employee is injured while on duty, and is therefore relieved of duty, no charge will be made against the employee's sick time for the remainder of his/her shift.
- 16.8 An employee who is off in excess of twenty-four (24) consecutive work hours due to illness or injury may be required, at the City's discretion, to provide a doctor's

slip justifying the absence. The City may require, at their expense, the employee to report to a City approved physician for medical clearance. The physician may require the employee to sign a medical release. The release will permit the physician to contact the employee's private physician for information related to the abovementioned illness or injury. Failure of the employee to sign the requested release is grounds for denial of sick leave and for disciplinary action up to and including dismissal.

16.9 An employee who has been previously advised in writing of apparent sick leave abuse may be required to document all sick leave usage with a physician's slip verifying the absence. The requirement to document sick leave usage with a physician's note for the purpose of monitoring sick leave will not exceed a period of six (6) months, but may be extended if the attendance problem has gone unabated.

16.10 An employee resigning with proper two (2) weeks' notice, or terminated from City employment shall be granted payment of twenty-five percent (25%) of their accrued sick leave. An employee shall not lose any sick leave accrued if transferred to another City position.

16.11 Upon Retirement, employees will receive 50% of their accrued sick pay up to a maximum of 720 hours. Any officer, Corporal, or Sergeant that has over 2700 hours of accumulated sick time as of September 30, 2018, will have their accumulated sick time frozen for purposes of Retirement payout. These employees will receive their accrued sick time upon retirement up to a maximum of 50% of this frozen amount. These officers will continue to accrue sick time for purposes of banking and using sick time.

Example 1: On September 30, 2018, Officer has 2850 sick hours. She continues to accrue and upon retirement has a balance of 3400 hours. She will receive 50% of 2850 hours which is 1425 hours

Example 2: On September 30, 2018, Officer has 2850 sick hours. They Retire 4 years later but only have a balance of 2000 hours due to sickness. Upon retirement, they will receive 50% of 2000 hours which is 1000 hours.

16.12 In the event an employee becomes permanently and totally disabled while in the line of duty and is unable to perform useful and efficient service as a Police Officer, resulting in separation from employment; all remaining sick leave accruals shall be paid out upon separation. In the event of death while in the line of duty; all

remaining sick leave accruals of an employee shall be paid to the employee's named beneficiary.

- 16.13 The payment of sick leave benefits is subject to the repayment of any outstanding indebtedness owed to the City.
- 16.14 If an employee has requested sick leave for an extended illness, and the employee's sick leave balance becomes fully used, further absence will be charged, in sequence, to compensatory leave, holiday leave, vacation leave, and then leave without pay. An employee may request approval to be placed in a no-pay status for medical reasons if the employee has exhausted all accrued leaves.
- 16.15 If an employee's leave for whatever reason extends beyond twelve (12) weeks, the employee shall not accrue sick leave or annual vacation leave credits after this twelve (12) week period until returning to work on their regular work schedule.

ARTICLE 17

JOB-CONNECTED DISABILITY

- 17.1 Any Bargaining Unit employee injured on the job shall be paid his full day's wages for the day of the accident if his treating physician directs that he should not return to work that day.
- 17.2 While on medical leave for job-connected injury, an employee may use accrued sick, compensatory, holiday, or vacation time to supplement his earnings up to his regular weekly pay other than outlined in F.S.S. 440. The sum total is not to exceed one hundred percent (100%) of the employee's normal salary.

ARTICLE 18

BEREAVEMENT LEAVE

- 18.1 In the event of a death in the employee's immediate family, the Chief of Police, upon request, will grant up to three (3) workdays off without loss of regular pay or other benefits to make arrangements and/or attend funeral services. The three (3) workdays off will start at the employee's option within fourteen (14) days of the death. If additional time is needed to attend the funeral or take care of family needs following the death, the Chief of Police may authorize the employee to use additional days of accrued leave.
- 18.2 Immediate Family Defined:
Described as the employee's father, mother, spouse, father-in-law, mother-in-law, children, stepchildren, son-in-law, daughter-in-law, first cousin, aunt, uncle, sister, brother, brother-in-law, sister-in-law, grandparents, grandchildren, stepfather, stepmother, step or half brother and sister, legal guardian, or ward.
- 18.3 Should an employee require additional time other than provided in Section 1 and 4 of this article, additional time off with pay and charged to accrued vacation leave or accrued compensatory time may be requested from the Chief of Police or designee.
- 18.4 In the event of a death of significant importance to the employee outside of the defined immediate family, the Chief of Police or designee may grant three (3) workdays off to make arrangements and/or attend funeral services. Any accrued time of the employee's choosing may be used.

ARTICLE 19

LEAVE OF ABSENCE

- 19.1 At the discretion of the City, and upon recommendation of the Police Chief, leave of absence without pay, including those for the purpose of entering upon a course of training or study calculated to improve the quality of service, shall be granted. No benefits accrue during the period of the leave, except as required by law.
- 19.2 The Chief of Police and City Manager must approve all applications for leaves of absences without pay.
- 19.3 An employee granted a leave of absence, upon the termination and/or expiration of the leave, will normally return to the same job classification and rate of pay currently in effect for that classification.
- 19.4 Such leaves shall not exceed twelve (12) months. If the Chief of Police and City Manager determine that an operational emergency exists which requires the cancellation of a leave of absence, the employee shall be given thirty (30) calendar days' notice of the City's intent to cancel the leave. The employee may elect to return to work at any time during this thirty (30) day period; however, if he should fail to return to work or obtain an extension of time to return, the employee will not be assured that a vacancy exists upon his return from leave.

ARTICLE 20

INSURANCE

- 20.1 Under the City's self-funded health insurance plan, the City shall provide medical insurance benefits for all full-time employees, sharing the cost of individual and family medical insurance coverage for the active employee and their dependent(s) in accordance with present practice.

Based on the Plans' claims experience, and in collaboration with the City's Broker of Record and Provider(s), the City will determine appropriate medical insurance premiums, deductibles, co-pays and coinsurances for all plan participants.

The City will identify health insurance co-pays and monthly employee out-of-pocket costs in writing prior to open enrollment each year.

- 20.2 The City further agrees that for the Plan year defined as October 1st to September 30th in each year of this Agreement, the City shall contribute toward the medical insurance premiums for employees and their dependents in an amount approved by the City Council for the respective FY.

- 20.3 The City shall provide life/AD&D insurance for Bargaining Unit employees at no cost to the employee for the duration of this Agreement.

In accordance with Florida Statute 112.19, the City shall provide all sworn officers the sum of \$25,000 if the officer, while engaged in the performance of the officer's law enforcement duties, is accidentally killed or receives accidental bodily injury which results in the loss of the officer's life.

Additional life insurance as well as dependent life insurance is also available at full cost to the employee.

Dental and vision insurance is available at this time at full cost to the employee and dependents.

ARTICLE 21

PENSION

The City of Mount Dora agrees to maintain a retirement fund for the employees in the Bargaining Unit as provided in Florida Statutes, Chapter 185. Any changes in pension benefits will be negotiated between the City of Mount Dora and the Collective Bargaining Unit.

On February 14, 2013, the City agreed that Union members shall have (one-time) access to excess insurance funds held in reserve under the Police Officers' 185 Plan for the sole purpose of establishing a Final Minimum Benefit of twenty-five (25) years of service and fifty-two (52) years of age. In return, the Police Officers' Union agreed to increase member contributions to the Plan from the current rate of 5.55% to 7 .55%.

In addition, the Union agreed that the City shall have access to all future 185 Insurance money based on the actuarial study conducted by the actuary firm, dated December 7, 2012 and for the duration of this contract, for the sole purpose of meeting its future actuarial obligations to the Plan.

ARTICLE 22

EDUCATIONAL REIMBURSEMENT PROGRAM

- 22.1 The City provides a program of educational assistance for regular fulltime employees seeking college degrees. Payment for college courses shall be limited to 64 semester or credit hours for the first 2 years of college and 64 semester or credit hours for completing the 3rd and 4th year of a 4-year degree.
- 22.2 The City will provide prepayment for sworn employees taking job-related college courses at nationally or regionally accredited institutions, for the cost of tuition, fees, and books.
- 22.3 Prepayment for the cost of tuition, fees and books for 4 years of college (128 semester or credit hours) shall be limited to the levels charged by the University of Central Florida (UCF).
- 22.4 Prepayment ~~Reimbursement~~ for graduate degrees will be the same as general city employees as outlined in the City Policy Manual.
- 22.5 Any employee who resigns their position with the City before completing twenty-four (24) months of employment from the date of their last college course shall reimburse the City for the cost of all tuition, fees, and books incurred for that twenty-four (24) month period immediately preceding their resignation.
- 22.6 Employees who separate from employment due to line of duty disability shall be exempt from reimbursing the city for educational expenses.
- 22.7 If the course is not completed with a grade of "C" or better, the costs associated with the course will be deducted from the employee's pay. The City will establish a reasonable payment plan, not to exceed four (4) months unless required to comply with the applicable minimum wage laws, for the employee to reimburse the City for all tuition, books and fees of the course for which the employee received less than a grade of "C." The employee will provide the City with an official record copy transcript of course completion within 30 days of completion of the course. Courses that are graded as "Pass/Fail" will require a grade of "Pass," if not, the costs associated with the course will be deducted from the employee's pay.
- 22.8 Non-sworn Bargaining Unit members shall be reimbursed per existing City Policy for civilian employees.

ARTICLE 23

EQUIPMENT ISSUE AND CLOTHING ALLOWANCE

23.1 The following articles will be issued by the City to each sworn officer:

- 40 Rounds of Ammunition
- 3 Ammunition Magazines
- 1 Double Magazine Pouch
- 1 Semi-Automatic Weapon
- 1 Safety Holster
- 4 Belt Keepers
- 1 Trouser Belt
- 1 Gun Belt
- 1 Handcuff Case
- 1 Handcuffs
- 1 Glove Pouch
- 1 Chemical Agent and Holder
- 1 ID Card and Wallet
- 1 Badge Set (Breast & Wallet)
- 1 Dress Hat and Badge
- 1 Flashlight
- 1 Flashlight Wand
- 1 Fluorescent Traffic Vest
- 1 Raincoat
- 1 Radio, Charger, Holder, and Extra Battery
- 1 Clipboard
- 1 UTC Holder
- 1 Uniform Ball Cap
- 5 Uniform Trousers
- 4 Uniform Shirts, Short Sleeve
- 1 Uniform shirt, Long Sleeve
- 1 Uniform Tie
- 1 Uniform Winter Jacket
- 2 Whistles w/chain (2nd, upon completion of Field Training)
- 1 Name Plate
- 1 Pr. of Shoes (\$200) - Annually
- 1 Body Armor
- 2 Vest Covers
- 1 Active Shooter Vest (Upon availability)
- 1 Black Polo Shirt (2nd polo upon completion of probation)

Additional Equipment for K-9 Officers

- A. 4 pair of tactical K9 pants
- B. 3 LIS tactical shirts-4 tactical K9 shirts
- C. Black tactical boots as needed
- D. Long sleeve and Short sleeve training shirts as needed

Honor Guard:

- A. Honor Guard Jacket
- B. Long Sleeve White Shirt
- C. Pair of Trousers
- D. Pair of Shoes (high gloss)
- E. 1 Honor Guard Hat
- F. 1 Shoulder Chord
- G. 1 Gun Belt (high gloss)
- H. 1 Handcuff Case (high gloss)
- I. Magazine Pouch (high gloss)
- J. 1 Holster (high gloss)
- K. 4 Keepers (high gloss)
- L. 1 Set of Taps for Shoes
- M. 1 Honor Guard Hat Badge
- N. 1 Set of Shirt Stays
- O. 1 Pair of White Gloves
- P. 1 Pair of Black Gloves

School Resource Officers:

- 2 MDPD Polos

The SROs will wear Class B uniforms, unless they receive prior approval by the Administrative Services Commander or designee.

- 23.2 The employee shall pay the cost of maintenance of these articles. The City will replace, at its cost, such items when such replacement is necessary at the City's discretion; however, replacement will not be unreasonably denied. Loss due to employee negligence shall be replaced at employee expense.
- 23.3 Upon termination of employment, the articles will be surrendered by the employee in like condition as when issued, with the exception of reasonable wear and tear.

- 23.4 In the event an employee is transferred from the department or leaves the employment of the department, they shall return all uniforms and safety equipment to the department before receiving their final paycheck.
- 23.5 Equipment Issue and Clothing Allowance:
- A. Sworn Bargaining Unit members who are assigned permanently to the Investigative Services Bureau shall receive three hundred (\$300.00) per quarter clothing allowance paid quarterly, and a net payment of two hundred dollars (\$200) as an annual shoe allowance payable in the first pay period in October of each year. Temporary reassignment (less than ninety (90) days) to a different position will not preclude payment of the clothing allowance.
- 23.6 Sworn Bargaining Unit members who are temporarily transferred to the Investigative Services Bureau, for ninety (90) days or more, and are required to wear plain clothes, shall receive a pro-rated amount of the compensation described in Article 23.5.
- 23.7 The City will only reimburse for equipment and non-clothing personal items damaged beyond normal wear and tear in the performance of duty, including prescription eyewear and watches, up to a maximum of three hundred (\$300.00) for replacement or repairs. Claims will be presented in accordance with procedures set forth in current Standard Operating Procedures. Loss due to employee negligence shall be replaced at employee's expense.

ARTICLE 24

PROMOTIONS

- 24.1 The purpose of this Article is to establish a fair and impartial procedure to select qualified individuals for promotions.
- 24.2 Promotions shall be conducted as provided in the department's amended Standard Operating Procedures, which will include selection from the top three (Rule of Three) candidates in accordance with General Order 106.7 dated November 16, 2023.
- 24.3 The actual promotion of one individual over another in any promotion shall not be subject to the Grievance Procedure.

ARTICLE 25

LOCKER FACILITIES

- 25.1 The City agrees to maintain locker facilities for Bargaining Unit employees of the Department, as appropriate. Bargaining unit employees shall have no expectation of privacy in their lockers.
- 25.2 An agent of the City shall not inspect a Bargaining Unit employee's locker space without reasonable suspicion of a violation of law or policy. The City will attempt, where practical, to have the employee open their locker for inspection before opening it on their own. The City will be financially responsible for reimbursing an employee for loss or destruction of lock or property by an agent or employee of the City during said inspection, excluding the locking device, if the employee was given the opportunity to open said locker.

ARTICLE 26

VOTING

During a primary, special or general election, an employee who is registered to vote, whose hours do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before and after the regularly scheduled work period, it shall be considered sufficient time for voting.

ARTICLE 27

GRIEVANCE PROCEDURE

- 27.1 Members of the Bargaining Unit will follow all written and verbal orders given by superior officers. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein.
- 27.2 A grievance is a claimed violation of a specific term of this Agreement to include but not be limited to a means of appeal for imposed discipline or discharge.
- 27.3 No grievance will or need be entertained or processed unless prepared in writing in the manner prescribed herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a Bargaining Unit employee or by the Union. Grievance discussions at Step One will be conducted during the grievant's normal duty hours. Nothing in this section shall be construed to prevent an employee from presenting, at any time, his own grievance without representation. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff.
- 27.4 Any formal grievance filed shall be in writing and shall set forth the provision or provisions of the Agreement, alleged to have been violated and the facts pertaining to the alleged violation(s) and the date of the violation. The grievance shall be signed by the grievant or Union representative. A grievance submitted which does not contain the above information is incomplete and shall be amended by the grievant to state the required information. The necessity of filing an amendment shall not affect the timeliness to the extent that the grievance is substantially complete.
- 27.5 Grievances will be processed in the following manner, and strictly in accordance with the following stated time limits. For the purposes of processing grievances under this Article, the term Bureau Commander shall mean the Bureau Commander in charge of the organizational segment in which the aggrieved employee is assigned.

STEP ONE:

An aggrieved party or the Union shall date and present in writing the grievance to the Bureau Commander within ten (10) working days of his knowledge of the occurrence of the action giving rise to the grievance. The Bureau Commander may within ten (10) working days of receipt of the written grievance, conduct a meeting with the aggrieved party and/or the Union, for the purpose of attempting to resolve

the grievance. The Bureau Commander shall notify the aggrieved party and the Union in writing of his/her decision within ten (10) working days following his/her receipt of the grievance or after a meeting, if a meeting is held.

STEP TWO:

If the grievance is not resolved at Step One, the aggrieved employee or Union, within ten (10) calendar days following receipt of the Bureau Commander's decision in Step One, may submit the grievance to the Deputy Chief who may call a special meeting to consider the grievance within ten (10) working days of his receipt of the grievance. The Deputy Chief shall notify the aggrieved party and the Union of his decision, in writing, within fifteen (15) working days following receipt of the grievance.

STEP THREE:

If the grievance is not resolved at Step Two, the aggrieved employee or Union, within ten (10) calendar days following receipt of the Deputy Chief's decision in Step Two, may submit the grievance to the Police Chief who may call a special meeting to consider the grievance within ten (10) working days of his receipt of the grievance. The Police Chief shall notify the aggrieved party and the Union of his decision in writing within ten (10) working days following receipt of the grievance.

STEP FOUR:

If the grievance is not resolved at Step Three, the aggrieved employee or Union, within ten (10) calendar days following receipt of the Police Chief's decision in Step Three, may submit the grievance to the City Manager who may call a special meeting to consider the grievance within fifteen (15) working days of receipt of the grievance. The City Manager shall notify the aggrieved party and the Union of his/her decision, in writing, within ten (10) working days after the conclusion of the meeting, if a meeting is held.

27.6 In advancing grievances, the grievant employee(s) and management may call a reasonable number of witnesses to offer testimony without incurring overtime cost to the City. Either party may call witnesses as needed. Hearings shall be continued to facilitate appearance of witnesses who are department employees whose presence would otherwise conflict with department needs.

27.7 Grievances, other than Class Action grievances, will initially be filed at Step One of the grievance procedure. Class Action grievances will be filed at Step Two.

- 27.8 The aggrieved employee and the local representative shall be given at least two (2) work days' notice of the grievance meetings provided herein.
- 27.9 Discharge of probationary police officers shall not be subject to the grievance procedure. Employees who are terminated during this period shall have a right to request to have a local representative present during the termination meeting.
- 27.10 For purposes of this Article and the Arbitration Article, "working days" is defined as those days during the week that the administrative office is open, which are usually Monday through Friday, and do not include Holidays specified in Article 15.1
- 27.11 Extensions to the time limits in this Article may be extended by mutual consent of the grievant and the City. Failure to timely advance the grievance results in automatic withdrawal of the grievance.
- 27.9 Discharge of probationary police officers shall not be subject to the grievance procedure. Employees who are terminated during this period shall have a right to request to have a local representative present during the termination meeting.
- 27.10 For purposes of this Article and the Arbitration Article, "working days" is defined as those days during the week that the administrative office is open, which are usually Monday through Friday, and do not include Holidays specified in Article 16.1
- 27.11 Extensions to the time limits in this Article may be extended by mutual consent of the grievant and the City. Failure to timely advance the grievance results in automatic withdrawal of the grievance.

ARTICLE 28

ARBITRATION

- 28.1 If any grievance is not resolved by the foregoing Grievance Procedure, the Union, within fourteen (14) working days after the receipt of the City Manager's decision, may give to the City Manager, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration. Said written notice to include a written statement of the position of the Union with respect to the arbitral issue. The Union shall, within ten (10) working days, request a list of the seven (7) qualified arbitrators, from the Federal Mediation and Conciliation Service. The Union and the City will each strike three (3) names alternately from the list and the person remaining will be the arbitrator.
- 28.2 As promptly as possible after the arbitrator has been selected, he shall conduct a hearing with representatives of the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved, the Employer and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) working days after the hearing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses. The submission to the arbitrator shall be based on the written grievance as submitted in Steps 1 and 2 of the Grievance Procedure, and shall include a copy of this Agreement.
- 28.3 The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement, by statute or otherwise, to the Employer or the Union or the employees, or to establish or change any wage or rate of pay in this Agreement. No decision of any arbitrator or of the Employer in one case shall create a basis for retroactive adjustment in any other case.
- 28.4 All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the Employer, less any unemployment compensation received by the employee and interim earnings for

those days the employee would have otherwise been scheduled to perform duties for the Employer.

- 28.5 The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.
- 28.6 A time limit at any stage of the Grievance or Arbitration Procedure may be extended by written mutual agreement of the Union and the City. In the event of the Police Chief's or City Manager's absence due to vacation or other bona-fide reason, "working days" in this and the Grievance Article, relating to action by the Police Chief or City Manager, will not include those days of their absence.
- 28.7 Except as otherwise provided by applicable law, no grievance shall advance to arbitration without written approval of the Union. The City shall not be required to process any request for arbitration, or arbitrate any manner, not authorized by the Union in writing. This language shall not apply to any grievance filed by the City regarding this agreement.

ARTICLE 29

PHYSICAL EXAMINATION

29.1 The City agrees that each employee shall receive and will be obligated to a physical examination, by a physician approved by the City, which includes the following tests:

A. Urinalysis

8. Blood Pressure

C. Lab Work: CBC w/diff and Complete Metabolic Profile

D. Height and Weight Recorded

E. Audio Screening

F. Lateral Vision Screening

G. · PPD

H. EKG

I. Cholesterol

Employees up to 30 years of age shall receive a physical examination every three (3) years; under 40 years of age every two (2) years; and employees over 40 years of age every year.

29.2 In addition to the above, employees, at their discretion, may choose to have a chest X-ray performed and interpreted in conjunction with the annual physical, provided appropriate justification is given by a physician.

29.3 The City agrees that once every two (2) years the City will arrange and undertake fifty percent (50%), but not to exceed twenty-five dollars (\$25.00) of the cost of eye examinations for Bargaining Unit employees by a certified optometrist upon the employee's request.

29.4 Scheduling of the physical examination will be at the discretion of the department, and the results will become part of the employee's permanent health record. Cost of the examination and test will be underwritten by the City as provided by this Article.

29.5 The City and the Union agree to an employee drug-screening program. The method and procedure for the Drug Free Workplace Program shall be in accordance with the requirements set forth in Florida Statutes Section 440.101 and 440.102, as well as in accordance with the corresponding Florida Administrative Code Rules.

ARTICLE 30

GENERAL PROVISIONS

- 30.1 An employee may accept and be employed in an occupation off-duty that is not in violation of Federal or State laws or policies and procedures of the City, providing that said employment does not interfere with or adversely affect the performance of assigned duties. The Police Chief or designee shall approve, in writing, all off-duty employment.
- 30.2 The City agrees that an employee shall have the right to include in his official personnel record a written and signed refutation of any material he considers to be detrimental.
- 30.3 Employees will not be required to use their private vehicles in the performance of assigned duties.
- 30.4 Employees shall be furnished with parking facilities on City property to the extent available. Said parking facilities shall be furnished at no cost to the employee.
- 30.5 When the City is requested to provide off-duty police services, except for City sanctioned activities or operational emergencies, an employee has the right to refuse to work off-duty.
- 30.6 Police personnel may not be used other than in law enforcement-related duties. A copy of all Bargaining Unit job descriptions shall be furnished upon request to the Union.
- 30.7 Outside Employment Police Services
- A. Outside employment services are funded 100% by an outside company/agency other than the City.
 - B. Income earned from hours worked will not be considered pensionable.
 - C. Sworn Members covered under this Agreement shall be paid the minimum rates as follows:
 - Officer - \$45.00
 - Supervisor - \$50.00

- D. Sworn Members covered by this Agreement who work off duty details on a City recognized holiday shall be paid as follows:

Officer - \$50.00

Supervisor - \$55.00

Supervisors working an “officer’s” position will be paid at the Officer’s rate. Any Officers or Corporals assigned to a “supervisors” position will be paid at the Supervisor’s rate.

- E. Anyone serving as a coordinator will be limited to assigning themselves to one shift w/in the first 24 hours of availability “posting: of an outside employment opportunity for an event occurring for longer than seven (7) calendar days, the coordinator may self-assign one shift per rolling seven (7) day per period (e.g., Every Monday).

ARTICLE 31

NO STRIKES, WORK STOPPAGES, SLOWDOWNS

- 31.1 The Union and each employee agrees that it, the Union and each employee will not, under any circumstances or for any reason, including, but not limited to, alleged or actual unfair labor practices, alleged or actual unfair employment practices under an anti-discrimination law, alleged or actual breach of this contract or in sympathy for or support of any other employees or any other Union or their activities, call, encourage, ratify, participate in or engage in any strike, slowdown or other interruption of work during the term of this Agreement directed at the employer.
- 31.2 It shall be a violation of this Agreement for any employee while on duty to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.
- 31.3 Any violation of this Article by an employee will be grounds for immediate discharge of any employee involved, and the employer, in its sole discretion, may impose selective discipline on some or all of the employees engaged in a violation of this Article. Any grievance under this Article that proceeds to arbitration shall involve only the fact question of whether the grievant violated the article, and the degree of discipline imposed by the Employer may not be modified by the arbitrator if a violation occurred.

ARTICLE 32

ENTIRE AGREEMENT

- 32.1 The Union and the City acknowledges that during negotiations resulting in this Agreement, they have the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and Agreements arrived at by the parties after exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Union waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, and it particularly waives the right to bargain over the City's exercise of any of its Management Rights set forth in Article 35. This would not limit the Union's rights for impact bargaining in accordance with Florida Statutes.
- 32.2 The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision, by general grant of authority, or by silence. The Union does not waive, and shall retain its right, to bargain with the City over the negotiable impact of any action taken by the City not set forth or provided for in this Agreement, but such impact bargaining shall not serve to delay management's action until agreement or impasse is resolved concerning the impact at issue; however, any agreement reached on such issue shall be retroactive to the date of the change. The parties acknowledge that the police department currently has policies, rules and regulations governing employment and conduct of police employees. Those policies, rules and regulations in effect as of the date of this agreement shall continue in force except to the extent that they specifically conflict with this agreement, in which event the terms of this agreement shall take precedent.
- 32.3 It is understood and agreed that neither party hereto has been induced to enter into this Agreement by any representations or promises made by the other which are not expressly set forth herein, and that this document correctly sets forth the effect of all preliminary negotiations, understandings and agreements, and supersedes any previous agreements, whether written or verbal.
- 32.4 This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by duly authorized representatives of both parties before it will be effective.

ARTICLE 33

DUES DEDUCTION

- 33.1 The City agrees that upon receipt of a voluntary written individual notice for any Bargaining Unit employee, the City shall deduct from their pay, dues commencing with the second pay period after receipt of notice. Revocation shall be in writing and shall be effective as to the Employer commencing with the second pay period after the receipt of notice.
- 33.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Union at 242 Office Plaza, Tallahassee, FL, 32301. No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for the payroll period, after tax deductions, are less than the amount of dues to be checked off.
- 33.3 The Union will initially notify the City as to the amount of dues. Such notification will to the City in writing over the signature of a representative of the Union. Changes in the Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such change.
- 33.4 The Union agrees to indemnify or hold harmless the City in connection with any erroneous deduction of dues.

ARTICLE 34

INDEMNIFICATION

When the City is legally required to do so, the City shall furnish to Bargaining Unit employee's benefit of legal defense in accordance with Florida State Statute 768.28 (5) and (9).

ARTICLE 35

MANAGEMENT RIGHTS

35.1 It is agreed that the Employer shall have the exclusive right and unilateral authority to determine and, from time to time, re-determine and direct the policies, determine mode and methods of performing all its work of any sort, without any interference in the management or conduct of the Employer's operations on the part of the Union or any of its representatives. Except as expressly limited by a specific provision of this Agreement, the Employer shall have the exclusive right to take any action it deems necessary or appropriate in the management of the City of Mount Dora Police Department and the direction of its work force. All rights and functions, which the Employer has not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the Employer.

Such rights exclusively reserved to the Employer shall include, but are not limited to,

The right to determine the size and composition of its work forces;

To determine work schedules and all methods of police protection and related services; to assign overtime work;

To determine the number and types of equipment, processes, materials, products and supplies to be used, operated, or distributed;

To hire, retire, promote, demote, evaluate, transfer, assign, direct, layoff, recall, reward, reprimand, suspend, discharge and otherwise discipline employees for proper cause;

To maintain efficiency of employees;

To determine job content and qualifications for job classifications;

To determine the amounts and types of work to be performed by employees;

To establish and change work rules, Standard Operating Procedures and General Orders; to engage in experimental and developmental projects using unit employees;

To establish new jobs and to abolish or change existing jobs; to increase or decrease the number of jobs or employees;

To determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement;

To use managerial, supervisory or other non-unit employees or part-time/reserve/volunteer personnel to perform work performed by employees of the unit;

To determine the assignment of work; to schedule the hours and days to be worked by employees;

To permanently or temporarily discontinue, or to sell, convey, transfer or assign all or any part of its facilities, functions, services, or other operations;

To open new facilities; to transfer or assign employees to new facilities;

To make studies of workloads, job assignments, method of operation and efficiency from time to time and to make changes based on said studies;

To expand, reduce, alter, combine, transfer, assign, cease or create any job, job classification, department or operation;

To institute, modify or terminate any bonus or work incentive plan;

To control and regulate or discontinue the use of supplies, machinery, equipment, vehicles and other property owned, used, possessed or leased by it; to make or change rules, policies and practices not in conflict with the provisions of this Agreement; to introduce new, different or improved methods, means, processes, maintenance, service and operations;

And otherwise generally to manage the Police Department, and direct the work force.

35.2 In addition to, or in further explanation of those rights of the City of Mount Dora set forth above, in its charter, code, ordinances, resolutions, and in State Statutes, the parties specifically acknowledge, and the Union agrees that the City shall:

- A. Have the unilateral authority to hire, establish and change the standards for hiring and establish and change the procedures for hiring;
- B. Discipline employees for proper cause;
- C. Have the unilateral authority to determine what work will be performed, when it will be performed, and by whom it will be performed within the Bargaining Unit;
- D. Have the unilateral authority to determine whether work will be subcontracted to a private entity or transferred to another governmental entity;
- E. Have the unilateral authority to require employees to submit to drug screening as part of an otherwise regularly required physical examination, or upon reasonable suspicion of drug use;
- F. Have the unilateral authority to establish and change work schedules, to transfer employees, to lay off employees, and to temporarily or permanently reduce the work force.

35.3 If the Mayor determines, in his/her sole discretion, that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or other emergency conditions, the provisions of this Agreement may be suspended by the Employer for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 36

SEVERABILITY

- 36.1 If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with our enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.
- 36.2 The parties shall enter into collective bargaining negotiations purpose for the purpose of arriving at a replacement for such Article or Section.

ARTICLE 37

PUBLICATION OF THE AGREEMENT

The City will post this Agreement on PowerDMS.

ARTICLE 38

DURATION

This Agreement shall take effect October 1, 2024, or the date of ratification by both parties, whichever is later, and shall continue in full force and effect until midnight September 30, 2027. Both parties agree to immediately reopen negotiations, for a successor agreement.

Both parties agree to reopen Article 8 and one additional article for FY 25-26 and FY 26-27. Additionally, the Union may reopen Article 21 Pension for either FY 25-26 or FY 26-27.

If no mutual agreement is reached on a successor Collective Bargaining Agreement, negotiations will automatically be declared at impasse, and the impasse procedures provided under the law may be invoked.

CITY OF MOUNT DORA
FRATERNAL ORDER OF POLICE, INC.

GRIEVANCE FORM
STEP ONE

F.O.P No. : _____ Inv. No.: _____

Employee Name	Job Title	Date Alleged Grievance Occurred
---------------	-----------	---------------------------------

STEP ONE:

Grievance presented in writing to Commander

By: _____ On _____
Employee Signature or FOP Official Date/Time

Received By: _____ On _____
Commander's Signature Date/Time

Contract Provision Allegedly Violated: Article _____

Description of Grievance: (Attach separate sheet if necessary)

Remedy Sought: _____

Commander's answer in writing:

Accepted _____ Rejected _____

Reason(s):

Commander's Signature: _____ on _____
Date/Time

Received by: _____ on _____
Date/Time

Copies to: Employee, Union Office

CITY OF MOUNT DORA
FRATERNAL ORDER OF POLICE, INC.

GRIEVANCE FORM
STEP TWO

F.O.P No. : _____ Inv. No.: _____

Employee Name	Job Title	Date Alleged Grievance Occurred
---------------	-----------	---------------------------------

STEP TWO:

Grievance presented in writing to Deputy Chief

By: _____ On _____
Employee Signature or FOP Official Date/Time

Received By: _____ On _____
Deputy Chief Signature Date/Time

Contract Provision Allegedly Violated:

Article: _____ Section: _____

Description of Grievance: (Attach separate sheet if necessary)

Remedy Sought: _____

Deputy Chief's answer in writing: Accepted _____ Rejected _____

Reason(s):

Deputy Chief's Signature: _____ on _____
Date/Time

Received by: _____ on _____
Date/Time

Copies to: Employee, Union Office

CITY OF MOUNT DORA
FRATERNAL ORDER OF POLICE, INC.

GRIEVANCE FORM
STEP THREE

F.O.P No. : _____ Inv. No.: _____

Employee Name	Job Title	Date Alleged Grievance Occurred
---------------	-----------	---------------------------------

STEP TWO:

Grievance presented in writing to Police Chief

By: _____ On _____
Employee Signature or FOP Official Date/Time

Received By: _____ On _____
Police Chief Signature Date/Time

Contract Provision Allegedly Violated:

Article: _____ Section: _____

Description of Grievance: (Attach separate sheet if necessary)

Remedy Sought: _____

Police Chief's answer in writing: Accepted _____ Rejected _____

Reason(s):

Police Chief's Signature: _____ on _____
Date/Time

Received by: _____ on _____
Date/Time

Copies to: Employee, Union Office

CITY OF MOUNT DORA
FRATERNAL ORDER OF POLICE, INC.

GRIEVANCE FORM
STEP FOUR

F.O.P No. : _____ Inv. No.: _____

Employee Name	Job Title	Date Alleged Grievance Occurred
---------------	-----------	---------------------------------

STEP TWO:

Grievance presented in writing to City Manager

By: _____ On _____
Employee Signature or FOP Official Date/Time

Received By: _____ On _____
City Manager Signature Date/Time

Contract Provision Allegedly Violated:

Article: _____ Section: _____

Description of Grievance: (Attach separate sheet if necessary)

Remedy Sought: _____

City Manager's answer in writing: Accepted _____ Rejected _____

Reason(s):

City Manager's Signature: _____ on _____
Date/Time

Received by: _____ on _____
Date/Time

Copies to: Employee, Union Office

SIGNATURE PAGE

This Agreement was ratified by vote of the Bargaining Unit members on September 6, 2024, and by vote of the City Council of the City of Mount Dora on September 17, 2024.

FOR THE FOP:

Luis Tanzi
Fraternal Order of Police
Florida State Lodge

Date

Gary Hutcheson
President FOP Lodge 147

Date

FOR THE CITY:

Crissy Stile
Mayor

Date

Vince Sandersfeld
City Manager

Date

ATTEST:

Jeanann Hand
City Clerk

Date



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request for Approval of the Rankings for the Continuing Professional Consultant Services from RFQ 24-GS-013 for the City, the CRA, and, the Northeast CRA.

Introduction:

This is a request for the City Council to approve the Professional Consultant Services Agreements.

Discussion:

Staff requests the City Council approve the agreements from the final approved ranking in response to RFQ # 24-GS-013 – Professional Consultant Services. The RFQ was published on June 13, 2024 (Attachment #1). The RFQ opened on July 15, 2024, at 2:00 PM. The Evaluation Committee met on July 29, 2024, at 10:00 AM to discuss and score the proposals for this RFQ. The discussion was detailed, and the scoring was consistent. Based on the Committee scores, the proposals were ranked. The vendors were notified by Notice of Intent to Award (Attachment #2) based upon the Committee's scoring sheet/ranking document (Attachment #3). Attachment #1 on pages 5-15 of RFQ # 24-GS-013 lists the scope of services for all groups. There were 16 different service groups and a total of 81 times responsive proposals by 31 different firms. Based on the attached rankings, the Evaluation Committee recommends negotiating agreements with 18 different companies.

The Evaluation Committee recommends approval of these rankings and entering into agreements with these firms. The firms being recommended are:

Bentley Group, Inc.
CPH Engineering
Dredging & Marine Consultants
DRMP, Inc.
DSTENGINEERS, LLC
GAI Consultants
Halff Associates, Inc.
Kimley-Horn and Associates, Inc.

LandDesign
Mittauer & Associates, Inc.
Monarch Design Group
Neel-Schaffer, Inc
SEL Engineering Services, Inc
SGM Engineering, Inc
Southeastern Surveying and Mapping Corporation
TEAMWORKnet, Inc
Terracon Consultants, Inc
WGI, Inc

Some of these firms were selected in multiple service groups. Some of the firms only submitted for one service group, whereas some firms submitted for 11 service groups. The attached rankings sheets show how each firm ranked in each service category. These consultants fall under the Florida Consultants' Competitive Negotiation Act, which applies to projects with a total project value of \$7,500,000.

Budget Impact:

Professional service task orders will be developed in the future. Each City Department has created budget line items for services based on projects and current and future Capital Improvement Programs.

Strategic Impact:

Streamline the procurement process for ongoing professional service projects and expedite smaller City/CRA/NE-CRA projects.

Recommendation:

City Council to approve ranking and agreements.

Attachment(s):

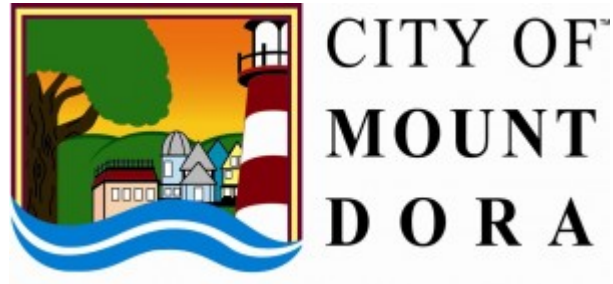
1. Attachment #1- RFQ 24-GS-013 PROFESSIONAL CONSULTANT SERVICES
2. Attachment #2- RFQ 24-GS-013 Professional Consultant Services- Notice of Intent to Award
3. Attachment #3- Master Score Sheet RFQ 24-GS-013

Prepared by: Whitney Donovan, Purchasing Coordinator
Reviewed by: Whitney Donovan, Purchasing Coordinator
Adam Sumner, CRA Administrator
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/29/2024
Approved - 8/29/2024
Approved - 8/29/2024
Approved - 8/29/2024
Approved - 9/11/2024
Approved - 9/11/2024
Final Approval - 9/11/2024

Request for Qualification

NUMBER
RFQ# 24-GS-013



City of Mount Dora

CONTINUING PROFESSIONAL CONSULTANT SERVICES

Whitney Donovan
Purchasing Coordinator

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Sealed Qualifications to provide **PROFESSIONAL CONSULTANT SERVICES** under **RFQ#24-GS-013**. Qualifications will be electronically received until **2:00 p.m., July 15, 2024** by the Purchasing Department.

RFQ# 24-GS-013 “PROFESSIONAL CONSULTANT SERVICES”

A pre-submittal conference is not applicable for this solicitation.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mount Dora’s website: www.demandstar.com, www.mountdora.gov and also posted in the Lobby of City Hall. All meetings related to this RFQ will be held in person unless otherwise noted.

Remainder of Page Left Intentionally Blank

NOTE: Electronic responses will be the only method allowed for Proposers to respond to this solicitation. **Electronic responses are to be provided via DemandStar only.** All submittals must be compatible with Microsoft Office 2007 or later. Bidding will be done through a secure locked box. Proposers can only view/submit their Bid and will not have access to any other Proposer's submittals. The Proposer's Bid may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Proposers who are bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. The Proposer is responsible for verifying they have received all Bid Addenda.

CAUTION: Proposers should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

When applicable, this competitive solicitation is issued pursuant to Chapter 287.055 Florida Statutes, "Consultants' Competitive Negotiation Act" (CCNA), and 40 U.S. C. 1101-1104 (Brooks Act).

In accordance with the 40 USC Title 1101-1104 (Brooks Act) and the "Consultants Competitive Negotiation Act" (F.S. 287.055), the City of Mount Dora Finance Department (herein after, "City") has issued this Request for Qualifications (hereinafter, "**RFQ**"), as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide **PROFESSIONAL CONSULTANT SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to interchangeably as the "Consultant, Firm, or Respondent".

As is more fully explained in Section "6L" of this **RFQ**, an award, if made, will be made to the best overall proposer(s) whose submittal is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFQ**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 17,129. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department

maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Comprehensive Annual Financial Report for fiscal year **2022-2023** and in the City's Annual Budget for fiscal year **2023-2024**. Copies of these documents may be viewed on www.mountdora.gov. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFQ** to Whitney Donovan, Purchasing Coordinator, and submit such questions in writing to: donovanw@mountdora.gov. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from donovanw@mountdora.gov. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.mountdora.gov) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2021-107 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the **RFQ**. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this **RFQ** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Submittal Conference

☒ A pre-submittal conference is not applicable for this solicitation.

A ☐ non-mandatory ☐ mandatory pre-proposal conference will be held on _____, commencing promptly at _____, and will be held in the Council Chambers, 510 North Baker Street, Mount Dora, Florida 32757.

If this pre-bid conference is denoted as "mandatory", prospective proposers must be present in order to submit a bid response.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

Event	Date
Advertise RFQ	June 13, 2024
Last Date for Receipt of Written Questions	June 24, 2024 4:00 PM
Addendum Issued (If Applicable)	July 1, 2024
RFQ Opening (via Zoom)	July 15, 2024 2:00 PM
Evaluation Committee to Shortlist	July 29, 2024 10:00AM
Shortlisted Firm Presentations/Interviews (if requested)	August 7, 2024 9:00 AM- 12:00 PM
Evaluation Committee to Recommend	August 7, 2024 12:15 PM
Notice of Recommendation	August 7, 2024
City Council Approval (anticipated)	September 3, 2024

All Evaluation Committee meetings and any applicable Presentations will be held in the City Council Boardroom located at City of Mount Dora City Hall, 510 N Baker Street, Mount Dora FL 32757 unless noted otherwise.

2) GENERAL DESCRIPTION - SPECIFICATIONS OR SCOPE OF WORK

Purpose

The City of Mount Dora, Florida (“City”) is seeking submittals from licensed, experienced and well-qualified firms or individuals for the as-needed provision of the listed professional services in accordance with the Scope of Services described in this **RFQ**. Services requested under this **RFQ** shall be provided, as requested, to the City, the Community Redevelopment Agency, and the Northeast Community Redevelopment Agency.

When applicable, proposer(s) and applicable personnel must be experienced and well-versed with various grant guidance to include, but not limited to, current FEMA and FHWA grant guidance, eligibility and management criteria and processes and all related applicable State, Local, and Federal regulations. If applicable, successful proposers shall be required to assist the City with any associated grant reimbursement activities.

A) Services to Be Provided

The Scope of Services comprises a description of the City’s anticipated needs for Professional Services for which this RFQ has been issued.

Qualified firms wishing to submit, **per group**, to this RFQ are responsible for providing all professional services described, whether directly or through sub-consultants. The City reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants.

It is the City's belief that the services are adequately described herein. Therefore, any contract that may result from this RFP shall be inclusive of the entire effort required to provide the services described. Specifically, no additional fees shall be allowed for any additional services arising for any reasons whatsoever accepting those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated task authorization and associated master agreement(s).

B) Services

The scope of services that the City requires under this RFQ are based upon the City's current needs and anticipated future requirements. Requested services are on an as needed basis. Each proposal will be considered on its own merits, relative to the City's requirements as stated within the proposing group.

The services described include, but are not limited to, civil engineering, geotechnical, surveying and mapping, environmental, architectural, archeological and historical services, landscape architecture, utility inventory/location and other services as necessary to insure the completion of various City project(s). These additional services may be performed either in-house or through sub-consultants. All projects, at a minimum, will include deliverables in paper and electronic formats.

Specific electronic formats shall include, but are not limited to, the following:

- Textual: Microsoft Suite of Office Products (Word, Excel, Access, etc.)
- Drafting: Adobe PDF (scaled for 11x17 paper) and AutoCAD (DWG & DWF)
- GIS: ESRI ArcGIS
- Other: formats shall be as agreed to in individual Specific Authorizations
- The City acknowledges and understands that provision of electronic drawings shall be subject to limitations and other considerations of concern to professional consultants. It is the intent of the City to accommodate reasonable requirements of the firm regarding reuse of electronic drawings by other entities including the City. Specific details regarding the future use of submitted electronic drawings will be negotiated as part of individual Specific Authorizations.

The selected Consultant(s) will be expected to gather sufficient information to enable a "wage cost multiplier" proposal for each assigned project and a listing of primary contact and key employees. Each specific task authorization will be negotiated on a per project basis. In rare instances, the City will give consideration to alternative forms of proposals such as "lump sum" if it is in the best interest of both parties.

GROUP A: STORMWATER MANAGEMENT AND DESIGN SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Stormwater Conveyance/Drainage Improvement Design
- Hydraulic Modeling
- Flood and Erosion Control
- Feasibility Analysis for Stormwater Projects
- Water Quality Modeling and Analysis
- Flood Plain/Watershed Modeling and Analysis
- Regulatory Compliance/Permitting
- TMDL Implementation
- Stormwater Retrofit
- Construction Engineering Inspection /Administration

GROUP B: WATER AND WASTEWATER UTILITY ENGINEERING SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Master Planning
- Hydraulic Modeling
- Regulatory compliance/Permitting
- Sanitary Sewer Collection & Conveyance Systems; Pumping Stations, Force Mains
- Control and Monitoring Systems
- Pipeline Condition Assessment
- SCADA
- Water Distribution Systems
- Water Treatment Facilities
- Safety/Risk Management Plans/Studies
- Construction Engineering Inspection /Administration

GROUP C: LANDSCAPE ARCHITECTURE SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Landscape Architecture Design and Installation (includes parks, roadways and streetscapes.)
- Hardscape Design and Installation (includes building/facilities locations, parks, roadways and streetscapes.)
- Irrigation Design and Implementation
- Park and Public Space Design
- Landscape Restoration Design
- Boardwalk and Trail Design and Implementation
- Retaining Walls- Under 4'.

Studies under this Group include:

- Flora and Fauna Studies

GROUP D: FACILITIES (BUILDINGS) ARCHITECTURAL & ENGINEERING SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

Architectural Services – Provide consultant and professional architectural services relating to building construction projects of limited scope, and/or project involving building facility renovation, repair and maintenance. Anticipated services include, but are not limited to:

- Design-Build Projects
- Project Cost Estimating, Cost Engineering, Forecasting
- Space Need Analysis
- Conceptual Plans and Schematic Designs
- Design and Construction Documents
- Cost Estimating
- Envelope Analysis
- Interior Design Services
- Coating/Paints/Primers Specifications
- Scope Development

Studies under this Group include:

- Feasibility Studies

Engineering Services - Provide consultant and professional engineering services relating to building construction projects of limited scope, and/or projects involving facility renovation, repair and maintenance. Anticipated services include, but are not limited to:

- Civil
 - Building Parking Lot Design & Evaluation
 - Building Parking - Pavement Management and Design
- Structural
 - Structure analysis for new construction and existing structure, including damage assessment
 - Conceptual Plans and Schematic Designs
 - Specifications and construction details for building renovations and repair projects
 - Design and Construction Documents
 - Rehabilitation (Buildings Structures and Facilities)
 - Scope Development

Studies under this Group include:

- Feasibility Studies
- Mechanical, Electrical & Plumbing (MEP)
 - System inspections, design and consultants
 - Feasibility Studies, conceptual plans and schematic designs
 - Specifications and construction details for building renovations and repair projects
 - Design and Construction Documents
 - Load calculations and consulting
 - Electrical studies and design
 - Interior/Exterior lighting consulting (parking lots, memorials, athletic fields)
 - Scope Development

GROUP E: CIVIL ENGINEERING (WATER, SEWER, RECLAIM PLANTS)

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

Capital Projects under this Group include:

- Water Treatment Plant I & II–
 - o Upgrades and Expansions
 - o Process Improvements
 - o Equipment Replacement or Rehabilitation
 - o Permitting for Assigned Projects

- Wastewater Treatment Plant I & II–
 - o Upgrades and Expansions
 - o Process Improvements
 - o Equipment Replacements and Rehabilitation
 - o Permitting for Assigned Projects
- Reclaimed Water –
 - o Storage and Distribution Projects
 - o Stormwater Augmentation of Reclaimed Water
 - o Permitting for Assigned Projects

Studies under this Group include:

- Efficiency Studies
- Operational Needs to Serve Area East of City Limits (Sorrento/Mt. Plymouth)

GROUP F: CIVIL ENGINEERING (WATER, SEWER, RECLAIM LINES)

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

Capital Projects under this Group include:

- Water & Wastewater Line Improvements to Existing Operations
- Water Main Distribution Line Upgrades
- Water Treatment Plant – Lines
- Wastewater Collection Line Improvements
- Lift Station Upgrades
- Utility Extensions
- Utility Line Improvements in Support of the Proposed Employment Center
- Hydraulic Modeling
- Permitting for Assigned Projects

Studies under this Group include:

- Utility Extensions

GROUP G: GEOTECHNICAL SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

Services Under this Group include:

- Soil Borings (Hand and Mechanical Auger)
- Geotechnical Evaluations (Bearing Capacity, Soil Investigations, Seasonal High Water, etc.)
- Groundwater Monitoring and Wells
- Geotechnical Design and/or Recommendation
- Sink Hole Evaluation and Response
- Roadway Pavement Structural Evaluation and Design
- Various Geotechnical Studies and Designs in support of other projects

Studies under this Group Include:

- Soils Studies
- Geological Studies

GROUP H: SECURITY ENGINEERING SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Design and Implementation Citywide Security Systems (includes cameras)

GROUP I: SURVEYING AND MAPPING SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Survey and mapping services in support of other projects
- Land Surveying, Parcel Mapping and Platting
- Legal Descriptions
- Digital Terrain Modeling
- Aerial Survey and Mapping
- Boundary survey services
- Plat reviews and other surveying services in support of development reviews
- Topographical Surveying and Mapping
- Cemetery Site Surveys
- Ground Penetrating Radar
- Vacuum Excavation of Earth
- SUE (Subsurface Utility Engineering)

GROUP J: ENVIRONMENTAL, ARCHEOLOGICAL AND HISTORICAL SERVICES

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Ecological
 - Wetland Delineation
 - Endangered/Protected Species Surveys
 - Wetland Mitigation Plans
- Environmental
 - Environmental Site Assessment and Remediation
 - Environmental Permitting
 - Environmental Risk Analysis
- Archeological and Historical
 - Archeological and historic services in support of other projects and any grant, permit and loan applications.
 - Historic Preservation Land Development Code Amendments, special studies related to historic preservation, structural or site historic surveys, and certificate of appropriateness application reviews.

GROUP K: CIVIL ENGINEERING (ROADWAY, SIDEWALKS AND PARKING FACILITIES)

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Roadway design within the City limits and to serve the anticipated Employment District.
- Sidewalk improvements, extensions, etc. in conformance with all applicable standards including the America with Disabilities Act (ADA).
- Design of public parking areas inclusive of on-street parking, parking lots and parking facilities such as garages.
- Structural Evaluations/Inspections of existing structures

GROUP L: ELECTRIC UTILITY (ENGINEERING, PLANNING AND OPERATIONS)

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Distribution System Fuse/Relay Coordination Study
- Substation Design, Engineering & Maintenance, Supervisory Control and Data Acquisition
- Distribution Construction Standards
- Analysis of Wind Loading and Compliance with FPSC Storm Hardening
- Wood Pole Inspection Program
- Facility Planning and Capital Improvement Program
- Facility Inventory, Mapping and System Modeling
- Power Supply Planning and Contract Negotiation
- Highway/Roadway/Street Lighting Design and Evaluation
- Environmental Clean up
- Power quality
- Compliance with NERC/FRCC Transmission Standards .

Capital Projects under this Group Include:

- Substation New and Replacement
- Overhead Renewals and Replacements
- Overhead New
- Underground Renewals and Replacements
- Underground for New Facilities
- Assistance as Needed on Various Electric Projects

GROUP M: MEP SERVICES:

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Review, Calculate, Recommend and Install Commercial and/or Industrial Standby Power Systems/Generators
- Commercial Plumbing Design and Implementation for City facilities/buildings.
- Commercial Electrical Design and Implementation for City Buildings/Facilities
- Water/Wastewater Utility (Industrial) Electrical Design and Implementation

GROUP N: STRUCTURAL ENGINEERING SERVICES:

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Sheeting and Shoring Design for Underground Utility Construction
- Concrete Drainage and Wastewater Structure Design
- Retaining Walls- In Excess of 4'.
- Structural Evaluations/Inspections (Commercial and Industrial)
- Marine Dock Design/Engineering
- Boardwalk (Elevated & Non-Elevated) Design/Engineering

GROUP O: TRAFFIC/TRANSPORTATION

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Traffic/Transportation
 - Traffic Studies/Impact Analysis (including new developments)
 - Intersections Improvements
 - Traffic Control Plans
 - Traffic Signal Design
 - Traffic Operations Studies
 - Transportation Capital Funding Study
 - Design and Traffic Analysis (such as Vista Ridge Drive)
 - Transportation Engineering Services and Studies
 - Site Access Design Production and Studies
- Pedestrian and Mobility
 - Pedestrian and Mobility Sidewalk/Intersection Design and Improvements

GROUP P: PLANNING

The Evaluation Committee shall recommend three (3) or more firm(s) for tasks under this Group.

Successful Consultant(s) will be required to provide, on an as needed basis, the City, Community Redevelopment Agency, and Northeast Community Redevelopment Agency with professional services for the services listed, but not limited to, the below:

- Trails Master Plan Update
- Concept Plans Production and Studies

- Preliminary and Final Master Plan Production and Review
- Plat Review
- Site and Development Plan Review
- Comprehensive Plan Amendments (Text and Maps)
- Future Land Use Map Amendments
- Annexation Reviews
- Annexation Studies
- Joint Planning Agreements - Production and Amendments
- Developer's Agreements - Production and Amendments
- Interlocal Agreements- Production and Amendments
- Certificate of Appropriateness Historic Reviews
- Evaluation and Appraisal Report and E.A.R-Based Amendments
- Land Development Code Amendments
- Conditional Use Permits
- Park Planning and Development
- Design Concepts

Studies under this Group Include:

- Small Area Study for Golden Triangle Activity Center
- Small Area Study for Highland Street Activity Center
- Small Area Study for Downtown Activity Center (to include waterfront)
- Special Planning Studies
- Impact and Mobility Fee Studies and Updates

3) **CITY'S RIGHT TO INSPECT**

The City or its authorized Agent shall have the right to inspect the Consultant's files to determine status of work on this project.

4) **TERMS AND CONDITIONS OF CONTRACT**

A contract/agreement resulting from this RFQ shall be subject to the terms and conditions set forth in a City Contract and any terms and conditions included in this RFQ. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, agreements or other documents provided by the Contractor(s) with their submittal.

A) **INITIAL CONTRACT PERIOD**

Initial Agreement Term: The initial agreement term, beginning with the Agreement Anniversary Date, will be for a period of five (5) years.

B) **RENEWAL PERIODS**

Agreement Renewal Periods: Additionally, by mutual agreement and funding availability, the contract may be renewed for two (2) automatic one (1) year renewal periods unless either party provides a written notice of non-renewal at no less than 90 days prior to renewal date (Agreement anniversary date).

C) MINIMUM QUALIFICATIONS

To be considered, the Respondent must meet the minimum qualifications as listed below:

- Certification:

The qualifying firm or individual must be properly licensed in the State of Florida and must be, where applicable, FDOT pre-qualified for the services listed under each group proposed.

- General Experience

At least five (5) years of professional experience in performing the services described above.

- Local Government Experience

At least five (5) years of recent experience in performing services described above to one (1) or more local government, or Municipally-owned Public Utility agencies, as applicable, is preferred.

D) COMPENSATION

In general, the City's preferred method of compensation is for services rendered on an hourly basis, consistent with actual hours worked and the fee schedule then in effect. A "Fee Schedule" will be made a part of the contract and all fees, payments, reimbursements, and costs paid to the successful proposer will be based on the contract fee schedule. The Fee Schedule will include the hourly rates for each member of the project team, including the position title and/or title.

All fees contained on an initial Fee Schedule, will remain in effect from the Agreement Anniversary Date through September 30, 2026. Fees may be adjusted annually thereafter, to be effective October 1, 2026, with prior notice and acceptance by the City.

Requests for fee adjustments must be submitted to the City's Purchasing Coordinator no later than May 31st of each calendar year beginning in the year 2026. Initial fee adjustment requests must be submitted no later than May 31, 2026 and annually on this month and day thereafter.

Fee adjustments will not be allowed for requests submitted for City consideration **after** May 31st of each eligible year.

No out of scope services will be provided in the absence of prior, written authorization in the form of a supplemental agreement or amended task authorization and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligations for any services provided which do not conform to this requirement.

The City will not compensate the successful proposer, or any person in the firm, for time spent traveling to or from City meetings/visits.

The City will not pay a retainer or similar fee.

Reimbursement of Out-of-Pocket Expenses:

If allowed by the contract, actual out-of-pocket expenses, such as word processing, photocopying, postage and the like will be reimbursed in accordance with the stated and agreed upon fee schedule.

Per Diem Travel Expenses:

The City's Project Manager must approve any travel on behalf of the City by the successful proposer firm in advance. For approved travel, City employees will reimburse out-of-pocket expenses such as per diem and subsistence allowance for necessary travel expenses pursuant to the City's existing travel policy governing travel.

The City will not pay or reimburse the successful proposer for time or costs associated with maintenance of licenses, certifications, etc.

Other Incidental Expenses:

The City will compensate the successful proposer for their incidental expenses, such as permit fees, incurred on behalf of the City at actual cost only. No markup will be allowed or applied to such expenses.

5) GENERAL TERMS AND CONDITIONS

A) Licenses

The Consultant is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the discipline and/or project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the bid/proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Consultant, with an office within the City is also required to have a business tax receipt.

If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) Principals/Collusion

By submission of a Qualification, the undersigned, as Respondent, does declare that the only person or persons interested in the Qualification as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Qualification or in the contract to be entered into; that this Qualification is made without connection with any other person, company or parties submitting a Qualification, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Consultant shall be legally considered an independent consultant, and that neither the Consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Consultant on thirty (30) days prior written notice.

F) Termination

Should the Consultant be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Consultant will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Indemnity

The successful Consultant(s) shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the City and said successful Consultant.

I) Assignment

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

J) Lobbying/Cone of Silence

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Qualification announcement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this RFQ, with the exception of the Finance Director or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

K) Single Submittal/Qualification

Each Respondent must submit, with their submittal, the required signed contract/agreement and all forms included in this RFQ. Only **one** submittal from a legal entity as a primary will be considered. A legal entity that submits as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

L) Protest Procedures

Any appeal or protest to the Request for Qualification shall be governed by the City of Mount Dora's Purchasing Policy.

M) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid/proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids/proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, consultant, sub-contractor, or sub-consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

O) Responsible Vendor Determination

Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time
- b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, RFQ, and/or quotes
- c. Immediate termination of any contract held by the individual and/or firm for cause

Q) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

R) Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFI_A_Prohibited_List.pdf?ver=2019-01-29-130702-420

S) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Task Authorization or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable 510 North Baker Street, Mount Dora, FL 32757.

Progress payments may be requested on a monthly basis. The successful proposer will be paid periodically, but not more often than monthly upon presentation of a valid invoice or statement. The invoice or statement must clearly indicate the person generating the charge, the hourly rate for that person, the actual work performed, actual number of hours worked, the project or fund to be charged (as provided by City staff), and the appropriate purchase order number.

The City's normal payment procedures (net 30 days) will be observed. No early payments will be approved.

Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

6) INSTRUCTIONS FOR BID/PROPOSAL

A) Compliance with the RFQ

Proposals must be in strict compliance with this **RFQ**. Failure to comply with all provisions of the **RFQ** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFQ**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA (American Institute of Architects) Document 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of

the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted to the Purchasing Coordinator within 7 days of receipt of the city's executed work/task order by Proposers receiving award, and written for 100% of the work/task order total estimate, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Consultant is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Consultant shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Qualification/Response

All bids/proposals are to be delivered before 2:00 PM, local time, on or before July 15, 2024 via electronic submission at www.demandstar.com only.

The City shall not bear the responsibility for proposals submitted past the stated date and/or time indicated.

E) Evaluation of Qualification/Response (Procedure)

The City's procedure for selecting is as follows:

1. An Evaluation Committee of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.
2. Subsequent to the closing of Proposals, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published **RFQ**.

3. All evaluation committee members shall review the Request for Qualifications (**RFQ**) issued.
4. The committee members shall review each **RFQ** individually and score each submittal based only on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Qualification to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Coordinator to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFQ** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Qualification submittal by the City or a submission of a submittal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification submittal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ**, Proposer shall immediately notify the Purchasing Coordinator, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFQ** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting a submittal or it shall be waived.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualification in response to this **RFQ**, nor for the presentation of its Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Qualification which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using similar or revised documentation, at its sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Purchasing Coordinator to a proposer(s) for clarification of Qualification(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Qualification.

J) Validity of Qualifications

No Qualification can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Qualifications.

All Qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

1. The Qualification shall be deemed an offer to provide services to the City. In submitting a Qualification, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the Agreement.
2. To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this RFQ. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Qualification. However, any Qualification that contains such variances may be considered non-responsive.
3. Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFQ.
4. Qualification submittals should be tabbed as noted below.
5. The items listed below shall be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Qualification.

Title Page:

**REQUEST FOR QUALIFICATION (RFQ) # 24-GS-013
PROFESSIONAL CONSULTANT SERVICES**

Table of Contents: Provide clear identification of the material by section and by page number

Tab I - Statement of Interest and Introduction:

The responding firm (or the lead firm if sub-consultants are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If sub-consultants are proposed, each sub-consultant must provide a similar letter, not exceeding one (1) page.

Tab II - Business / Firm History and Information:

A brief narrative, not exceeding two (2) pages, of the corporate history of the firm. This RFQ should clearly identify your organization's general and local Florida government experience in providing the services requested. Be specific as to the number of years providing the specific services requested within the State of Florida and the central region of the State.

1. A summary of at least three (3), but not more than five (5) similar projects. Please choose projects in which your submittal is based upon. Each project will be listed on a separate page but may not exceed one (1) page and will include the following:
 - Project Name
 - Location
 - Owner's Name and Address
 - Owner's Current Contact Name, Title, Email and Phone Number
 - Description of Service
 - Project Value and Total Fees
 - Estimated and Actual Construction Cost (if known)
 - Describe similarities to the services required in this RFQ
2. The Proposer will identify, not exceeding one (1) page, the type of business entity involved (e.g.: Sole Proprietorship, Partnership, Corporation, Joint Venture, etc.). The Proposer will identify whether the business entity is incorporated in Florida, another State, or a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The proposer will include a copy of their business license with their submittal. Please state if the proposer maintains a physical office located within the Central Florida region of the State.
3. Provide the Federal Employer Identification Number of the Proposer. In the case of a sole proprietorship or partnership, provide Social Security Numbers for all owners/partners.

4. If a Proposer is a State of Florida Certified Minority Business Enterprise, provide a copy of the Certification.
5. Identify, not exceeding one (1) page, office location where the majority of the services will be provided or work will be performed.

Tab III - Qualifications and Experience of the Project Team:

1. A description, not exceeding two (2) pages, of the proposed project team. This description should provide the names, titles, firm names (if sub-consultants are involved), and clearly identify the proposed role in the project team for each person.
2. Provide a current organizational chart of the firm and identify each principal of the firm and any other key personnel who will be professionally associated with the engagement.
3. For each person (not exceeding two (2) pages each), a brief description of qualifications which will include at minimum, the professional qualifications for each person, and a summary of experience on projects similar to that described by this RFQ, and summary of experience on projects similar to that described by this RFQ. This summary of experience will describe the services provided and the dates of such experience. Include their experience with local governments and other public entities. Also, identify the role the aforesaid individuals will assume in the contract with the City and if the individuals are based out of the Central Florida region.

Tab IV - Quality Control, Sanctions and Adverse Litigation:

1. Include a descriptive statement, not exceeding two (2) pages, of the firm's quality control/quality assurance procedures, including the qualifications of the person(s) responsible for quality assurance. If sub-consultants are involved, this statement will address the lead firm's procedures relative to the sub-consultants.
2. Include a statement, not exceeding one (1) page, as to the firm's or individual's membership in professional organizations or associations.
3. List (not exceeding one (1) page) any regulatory or license agency sanctions.
4. Provide a summary (not exceeding two (2) pages) of any litigation, claim(s), or contract dispute(s) filed by, or against, the Proposer in the past ten (10) years that are related to the services that Proposer provides in the regular course of business. The summary will state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. For larger firms, the summary can be in the form of percentages instead of specifics.

Tab V -Workload:

1. Provide a listing of recent, current and projected workloads of the firm. The Proposer will include a graph or other informational diagram / format indicating the allocated and available man-hours. Indicate availability of staff to the City and identify any other governmental agencies currently being represented in the State of Florida.

2. Provide a listing of the volume of work previously awarded to the firm by the City. The information will be considered by the City with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principal of selection of the most highly qualified firms.

Tab VI - Approach to the Engagement:

1. This section will include a statement of the firm's approach to the project described herein. This statement of approach should not exceed ten (10) pages of narrative. If desired, this section may include up to five (5) additional pages of sketches, drawings or other graphic material if required to explain, clarify or demonstrate the firm's approach to the project. Firms are encouraged to submit innovative, quality, professional and effective solutions. Firms are advised that all materials submitted become a public record upon opening of sealed submittals; therefore, no materials submitted for this section or any other part of this RFQ should contain proprietary or confidential information. A few general guidelines for this section are provided below; however, it is the City's intention to provide responding firms as much flexibility as possible in this section. Please choose projects in which your submittal is based.
2. The statement of approach should begin with an introductory and overview section that describes the firm's understanding of the services required.
3. The body of the statement of approach should describe the firm's method of addressing the requirements of the project. Describe your understanding of the scope of services and the City's needs, your approach to providing the described services, any specialized skills available, and any special considerations or possible difficulties in providing the described services.
4. Provide a statement as to your ability to stay within the budget requirements and what methods will be used to assure that the budget is not exceeded.
5. A statement of the firm's capacity to perform the work within the required schedule. This should take the form of either narrative or chart which describes the available time for the proposed project team throughout the expected time frame for the project and which represents a commitment by the responding firms to allocate the necessary resources to the project.

Tab VII - Existing Relationships:

Identify (not to exceed one (1) page) any existing relationships that might affect either positively or negatively, your ability to perform the services requested.

Tab VIII - Additional Data:

Any additional information, which the proposer considers pertinent for consideration, should be included in this section (this includes exceptions and clarifications)

Tab IX - Required Forms

See section 7 of this RFQ.

L) Qualification Evaluation Committee and Evaluation Factors

All Qualifications will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this **RFQ**, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Qualifications shall include all of the information solicited in this **RFQ**, and any additional data that the offeror deems pertinent to the understanding and evaluating of the Qualification. Proposers will provide their best analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation committee and scored for non-price factors to include technical response, qualifications and experience.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide Consultants with an opportunity to answer any questions the City may have on a proposer’s submittal.

Submissions will be evaluated on a total score basis, with a maximum assignable score of five hundred (500) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Criteria	Max Criteria Points Assigned	Assigned Weight	Maximum Score Possible
Statement of Interest/Introduction (Tab I); Approach to Engagement (Tab VI)	25	5	125
Firm History and Qualifications (Tab II); Experience of Project Team (Tab III)	25	5	125
Existing Relationships (Tab VII)	25	5	125
Current Workload (Tab V)	15	5	75
Additional Data (Tab VIII)	5	5	25
Quality Control, Sanctions & Adverse Litigation (Tabs IV & IX)	5	5	25
Totals	100	5	500

Formal Oral Presentation/Interview Scoring (if requested):

If Presentations/Interview sessions are requested for shortlisted firms the following scoring process will apply:

A maximum of four (4) points can be assigned to each firms' session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

The Presentation/Interview final scoring will determine the final ranking of shortlisted firms.

Drug-Free Workplace:

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Mount Dora, these services should be identified and included in the request response.

Tie Breaker:

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Timeliness of delivery.

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7) **REQUIRED FORMS - (ALL MUST BE SUBMITTED WITH YOUR PROPOSAL)**

1. Proposers Checklist
2. Conflict of Interest Affidavit
3. F.S.S Section 287.138 Certification
4. Grant Funding Compliance Form
5. Vendor Certification Regarding Scrutinized Companies' List
6. Proposers Qualification Form
7. Declaration Statement
8. Insurance Requirements
9. Drug Free Workplace Certification
10. Non-Collusion Affidavit of Prime Qualifier
11. Acknowledgements
12. Compliance with Public Records Law
13. References Form
14. Public Entity Crimes Statement
15. Firm Information
16. Sub-Consultant Listing
17. Completed W9
18. Signed Addenda (if applicable)

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ All applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ Any addenda has been signed and included.
- ☐ The Bid will be electronically delivered in time to be received no later than the specified due date of July 15 , 2024 and time of 2:00 PM EST. Bid will not be considered otherwise. Electronic responses are the only accepted method of response delivery to the City.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

☐OT ☐R ☐P ☐LIC

**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

I, _____(person)_____, as the _____(title)_____ of
_____(entity)_____, do hereby certify that
_____(entity)_____: (i) is not owned by the government of a foreign country of
concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign
country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is
not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section
287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined
by Florida Statutes, Section 287.138.

Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization of _____, who personally swore or affirmed that he/she is
authorized to execute this Oath and who is personally known to me or who produced
_____ as identification, and who did/did not take an oath this
_____ day of _____, 2024.

(stamp)

NOTARY PUBLIC, State of Florida

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: _____ Project Number: _____

Project Location: _____

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation_____.

Dated this ____ day of _____, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation _____.

Name of Firm

Signature

Printed Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES' LISTS PURSUANT TO
FLORIDA STATUTES, SECTION 187.135**

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title:

Address: _____

Phone Number: _____ Email Address: _____

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature

Print Name: _____

Print Title: _____

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a contract? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all litigation(s) that have been filed by or against the division of your firm that will be responsible for the scope of work in this solicitation, in the last ten (10) years:

CONTRACT VALUES:

List total value of contracts for work done on all completed and similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

Attach additional page if necessary.

\$_____ **Total Value for work done on all PAST completed and similar projects.**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

- ☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
- ☐ Partnership/Years in Business: _____
- ☐ Sole Proprietorship/Years in Business: _____
- ☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFQ NO. 24-GS-013, “Professional Consultant Services”

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-GS-013**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____,
20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

☒ 1. Worker's Compensation

Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements.

☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.

Bodily Injury & Property Damage

\$1,000,000 single limit per occurrence

☒ 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

\$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included

☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage

\$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor/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.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the RFQ Number and **TITLE**
.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ YES
☐ NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-GS-013.

I am fully informed respecting the preparation and contents of the Response to RFQ #24-GS-013, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-GS-013, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-GS-013 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

ACKNOWLEDGEMENTS

**RFQ #24-GS-013
“PROFESSIONAL CONSULTANT SERVICES”**

**To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757**

_____(Proposer) guarantees its Response to RFQ #24-GS-013 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this _____ day of _____,
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW RFQ #24-GS-013

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references, excluding the City of Mount Dora, for which the firm has provided services described in this Qualification for five (5) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by:_____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is_____.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
_____Neither the entity submitting this sworn statement, nor any of its officers,

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

- () Corporation
() Partnership
() Sole Proprietorship
() Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.
	▶ Go to www.irs.gov/FormW9 for instructions and the latest information.		
Print or type. See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		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.)
	☐ 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) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN)			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.			
		Social security number [][]-[][]-[][][][][][] or Employer identification number [][]-[][][][][][][][]	
Part II Certification			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and			
3. I am a U.S. citizen or other U.S. person (defined below); and			
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.			
Sign Here	Signature of U.S. person ▶ _____		Date ▶ _____
General Instructions			
Section references are to the Internal Revenue Code unless otherwise noted.			
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .			
Purpose of Form			
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.			
• Form 1099-DIV (dividends, including those from stocks or mutual funds)			
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)			
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)			
• Form 1099-S (proceeds from real estate transactions)			
• Form 1099-K (merchant card and third party network transactions)			
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)			
• Form 1099-C (canceled debt)			
• Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.			
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What Is backup withholding</i> , later.			
Cat. No. 10231X		Form W-9 (Rev. 10-2018)	

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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.																																																				
2 Business name/disregarded entity name, if different from above																																																				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ ☐ Other (see instructions) ► _____ ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																																				
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																				
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)																																																		
6 City, state, and ZIP code																																																				
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Cat. No. 10231X Form W-9 (Rev. 10-2018)																																																				

Exhibit “A”

FHWA 1273

(REVISED 10/23/23)

Required Contract Provisions Federal-Aid Construction Contracts

Remainder of Page Left Intentionally Blank

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I General
- II nondiscrimination
- III nonsegregated facilities
- IV Davis Bacon and Related Act Provisions
 - Contractors and Subcontractors Standards Provisions
 - Subletting or Assigning the Contract
- V Safety/Accident Prevention
- VI False Statements Concerning Highway Projects
- VII Identification of Clean Air Act and Federal Water Pollution Control Act
- VIII Certification Regarding Debarment/ Suspension/ Ineligibility and Voluntary Exclusion
- IX Certification Regarding Use of Contract Funds for Lobbying
- X Use of United States Flag Vessels/ TCM/ TS

Do not insert and Materials Preference for Alachua County Debarment/ Suspension/ Ineligibility or Alachua County Local Access Road Contracts included in Alachua County contracts only

I. GENERAL

For the purpose of this section, the provisions shall be incorporated in each construction contract under title United States Code as required in the FAR including emergency contracts solely intended for debris removal. The contractor or subcontractor shall insert this FAR in each subcontract and further require its inclusion in all lower tier subcontracts including purchase orders, rental agreements and other agreements for supplies or services. The FAR shall be incorporated.

The applicable requirements shall be incorporated by reference for or done under an purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance and a subcontractor, lower tier subcontractor or service provider shall be responsible for compliance and a subcontractor, lower tier subcontractor or service provider shall be responsible for compliance.

For the purpose of this section, the provisions shall be included in all Federal aid design/build contracts in all subcontracts and in lower tier subcontracts including subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services in accordance with the FAR. The design/build shall be responsible for compliance and a subcontractor, lower tier subcontractor or service provider shall be responsible for compliance.

Contracting agencies shall reference for the FAR in solicitation, proposals or requests for proposals documents. The FAR shall be incorporated, not referenced, in all contracts, subcontracts and lower tier subcontracts including purchase orders, rental agreements and other agreements for supplies or services related to a construction contract. The FAR shall be incorporated.

Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all for

performed on the contract by the contractor's own organization and by the assistance of orders under the contractor's immediate supervision and to all for performed on the contract by the contractor's subcontractors. The FAR shall be incorporated.

For the purpose of this section, the provisions shall be incorporated in these Required Contract Provisions if a sufficient grounds for withholding or progress payments, withholding of final payment, termination of the contract's suspension / debarment or another action determined to be appropriate by the contracting agency and the FAR.

Selection of Labor During the Performance of this contract, the contractor shall not use convict labor for any purpose in the limits of a construction project on a Federal aid highway unless it is labor performed by convicts who are on parole, supervised release or probation. The term Federal aid highway does not include roads functionally classified as local roads or rural minor collectors. The FAR shall be incorporated.

II. NONDISCRIMINATION FAR Part 27.600-2

The provisions of this section related to FAR Part 27.600-2 are applicable to all Federal aid construction contracts and to all related construction subcontracts or orders. The provisions of FAR Part 27.600-2 are not applicable to material, structural engineering or architectural service contracts.

In addition, the contractor and all subcontractors shall comply with the following policies: Executive Order 11246, FAR Part 27.600-2, FAR Part 27.600-2, Section 504 of the Rehabilitation Act of 1973 as amended, Title VI of the Civil Rights Act of 1964 as amended, the Executive Order and related regulations including FAR Parts 27.600-2 and 27.600-2 and FAR Parts 27.600-2 and 27.600-2.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in the FAR and all construction contracts exceeding the Standard Federal Acquisition Regulation Construction Contract Specifications in the FAR.

Note: The Secretary of Labor has the authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including the FAR Part 26 and the FAR Parts 26.101 through 26.106. The contracting agency and the contractor shall be the authority and the responsibility to ensure compliance with the FAR Section 26.101 of the Rehabilitation Act of 1973 as amended, the FAR Section 26.102 and Title 41 of the Civil Rights Act of 1968 as amended, the FAR Section 26.103 and related regulations including the FAR Parts 26.104 and 26.105 and the FAR Parts 26.106 and 26.107.

The following provision is added to the FAR Part 26.101 Subpart 26.101-1(a) to read as follows: (a) The contractor shall be responsible to comply with the FAR Part 26.101 and the FAR Part 26.102 and the FAR Part 26.103 and the FAR Part 26.104 and the FAR Part 26.105 and the FAR Part 26.106 and the FAR Part 26.107.

□

1. Equal Employment Opportunity: The FAR Part 26.101 Subpart 26.101-1(a) shall be amended to read as follows: (a) The contractor shall be responsible to comply with the FAR Part 26.101 and the FAR Part 26.102 and the FAR Part 26.103 and the FAR Part 26.104 and the FAR Part 26.105 and the FAR Part 26.106 and the FAR Part 26.107.

Part 26 and the FAR Part 26.101 and orders of the Secretary of Labor as modified by the provisions prescribed herein and in the FAR Part 26.101 and the FAR Part 26.102 and the FAR Part 26.103 and the FAR Part 26.104 and the FAR Part 26.105 and the FAR Part 26.106 and the FAR Part 26.107. The provisions of the FAR Part 26.101 and the FAR Part 26.102 and the FAR Part 26.103 and the FAR Part 26.104 and the FAR Part 26.105 and the FAR Part 26.106 and the FAR Part 26.107 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following in the specific requirements activities of the FAR Part 26.101 and the FAR Part 26.102 and the FAR Part 26.103 and the FAR Part 26.104 and the FAR Part 26.105 and the FAR Part 26.106 and the FAR Part 26.107.

a. The contractor will comply with the contracting agency and the Federal Government to ensure that it has a fair and good faith effort to provide equal opportunity with respect to all its terms and conditions of employment and in their recruitment activities under the contract. FAR Part 26.101 and the FAR Part 26.102 and the FAR Part 26.103 and the FAR Part 26.104 and the FAR Part 26.105 and the FAR Part 26.106 and the FAR Part 26.107.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed and that employees are treated during employment without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include employment, grading, promotion or transfer, recruitment or recruitment advertising, labor or termination rates or other terms or conditions of employment and selection for training including apprenticeships and/or on-the-job training."

2. EEO Officer: The contractor will designate and place known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of directing, administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to direct, supervise, report and discharge employees or who recommend such action or are substantially involved in such action will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be effective the following actions will be taken as a minimum:

a. Periodic meetings of supervisor and personnel office employees will be conducted before the start of work and then not less often than once every six months at which time the contractor's EEO policy and its implementation will be reviewed and reaffirmed. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty to the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area of the project or force pool nor all be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish its own identified sources, procedures, and referrals for minorities and women applicants who are referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring, all referrals the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract.

provisions were in the entention of such an agreement as the effect of discriminating against minorities or women or obligates the contractor to do the same as such in the entention violates federal nondiscrimination provisions

- c The contractor will encourage its present employees to refer minorities and women as applicants for employment/information and procedures with regard to referring such applicants will be discussed with employees

5. Personnel Actions: wages/working conditions and employee benefits shall be established and administered and personnel actions of every kind including hiring, grading, promotion, transfer, demotion, layoff, and termination shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

- a The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discrimination/treatment of project site personnel

- b The contractor will periodically evaluate the spread of wages paid within each classification to determine an evidence of discrimination/wage practices

- c The contractor will periodically review selected personnel actions in detail to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. The review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons

- d The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

When a reasonable time after the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their remedies available.

6. Training and Promotion:

- a The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing all job-related status employees in the trade or job classification involved.

- b Consistent with the contractor's workforce requirements and as permitted under federal and State regulations, the contractor shall make full use of training programs for apprentices and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with the SCA.

- c The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

- d The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women in CWR.

Such actions of the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below.

- a The contractor will use good faith efforts to develop in cooperation with the unions joint training programs aimed at qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they are qualified for higher paying employment.

- b The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

- c The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

- d In the event the union is unable to provide the contractor with a reasonable number of referrals within the time limit set forth in the collective bargaining agreement, the contractor will through independent recruitment efforts fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability, making all efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide

sufficient referrals when to which it is obligated to provide eligible referrals under the terms of a collective bargaining agreement does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to the Collective Order as amended and these special provisions, the contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. The contractor must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of the CCR Part 1 and the State DOT's Minority and Disadvantaged Business Enterprise (MDBE) Program are incorporated by reference.

b. The contractor, recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of the CCR Part 1 in the award and administration of DOT-assisted contracts. Failure of the contractor to carry out these requirements is a material breach of this contract which is a result in the termination of this contract or such other remedy as the recipient deems appropriate. This paragraph is not limited to:

- withholding or slowing progress payments
- assessing sanctions
- liquidated damages and/or
- Disqualifying the contractor from future bidding as non-responsible

c. The Title VI and nondiscrimination provisions of the SCDOT Order 1000000 at its appendices 1 and 2 are incorporated by reference in the CCR Part 1.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the EEOC.

a. The records kept by the contractor shall document the following:

□

b. The number and percentage of minority and non-minority groups employed and employed in each job classification on the project.

c. The progress and efforts being made in cooperation with unions when applicable to increase employment opportunities for minorities and women and

d. The progress and efforts being made in locating, hiring, training, qualifying and upgrading minorities and women.

e. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women and non-minority groups employed and currently engaged in each job classification required by the contract. This information is to be reported on [Form EEO-100](#). The staffing data should represent the project workforce on board in all or an part of the last payroll period preceding the end of the job. If on-the-job training is being required as a special provision, the contractor will be required to collect and report training data. The employment data should reflect the workforce on board during all or an part of the last payroll period preceding the end of the job.

III. NONSEGREGATED FACILITIES

This provision is applicable to all federal-aid construction contracts and to all related construction subcontracts on or before the 1000000 CCR 1000000.

f. Prescribed by the CCR 1000000, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor shall neither require segregated seating or written or oral policies nor tolerate such use of employees. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, restrooms, restaurants and other eating areas, time clocks, restrooms, showers, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or

entertainent areas, transportation and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$500,000 and to all related subcontracts and letterier subcontracts regardless of subcontract size in accordance with 29 C.F.R. 1.611. The requirements apply to all projects located within the right-of-way of a road that is functionally classified as Federal-aid highway or as a State highway. This includes roadways functionally classified as local roads or rural minor collectors which are eligible for State funding. There is a special provision that requires that projects be treated as a project on a Federal-aid highway if the provisions of this subpart will apply regardless of the location of the project. Such provisions include Surface Transportation Block Grant Program projects funded under the State highway including recreational trails projects, the National Significant Freight and Highway

Projects funded under the State highway and National Highway Freight Program projects funded under the State highway.

The following provisions are from the State Department of Labor regulations in 29 C.F.R. 1.611 (Contract provisions and related matters) and minor revisions to conform to the 2007 amendments to the Davis-Bacon Act and the Program requirements.

1. Minimum wages 29 C.F.R. 1.611

a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work or otherwise working in construction or development of the project under a development contract shall be paid unconditionally and not less often than once a week and without substantial deduction or rebate on any account except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act. [29 C.F.R. 1.611](#) The minimum wages and fringe benefits for casual employees thereof shall be at the same rate as for regular employees at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics as provided in paragraphs d and e of this section. The appropriate wage determinations are effective operation of law when issued and are not subject to the contract contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act. [29 C.F.R. 1.611](#) Contributions on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics subject to the provisions of paragraph e of this section. Also regular contributions made or costs incurred for more than a one-year period shall not less often than quarterly under plans and programs which cover the particular one-year period are deemed to be constructive wages or incurred during such one-year period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification or actual performance of the work regardless of the classification as provided in paragraph f of this section. Laborers or mechanics performing work in more than one classification shall be compensated at the rate specified for each classification for the time actually worked therein. *Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed.* The wage determination including any additional classifications and wage rates contained under paragraph c of this section and the Davis-Bacon poster in 29 C.F.R. 1.611 shall be posted at all times at the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. Frequently recurring classifications. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 C.F.R. 1.611](#), a wage determination shall contain rates for the prevailing wage and fringe benefit rates for classifications of laborers and mechanics for which contractors or subcontractors are regularly employed pursuant to paragraph c of this section. It is provided that:

i. The work performed by the classification is not performed by a classification in the wage determination or which a prevailing wage rate has been determined.

ii.

iii. The classification is used in the area of the construction industry and

iv. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

The administrator will establish wage rates for such classifications in accordance with paragraph c of this section or for work in such a classification shall be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. Conformance. The contracting officer shall require that any class of laborers or mechanics including helpers which is not listed in the wage determination and which is to be employed under the contract be classified in conformity with the wage determination. Contractors may obtain an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

i. The work to be performed by the classification requested is not performed by a classification in the wage determination and

ii) The classification is used in the area of the construction industry and

iii) The proposed wage rate including an on-site fringe benefits bears a reasonable relationship to the wage rates contained in the wage determination.

iii) The contractor process shall not be used to submit or otherwise avoid application of classifications listed in the wage determination.

iv) If the contractor and the laborers and mechanics to be employed in the classification inform their representatives and the contracting officer agree on the classification and wage rate including the amount designated for fringe benefits there are appropriate a report of the action taken will be sent to the contracting officer email to DBAconformance@dol.gov The administrator or an authorized representative will approve or disapprove either additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

v) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate including the amount designated for fringe benefits there are appropriate the contracting officer will email to DBAconformance@dol.gov refer the questions including the fees of all interested parties and the record of the contracting officer to the administrator or determine the administrator or an authorized representative will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

vi) The contracting officer shall provide notice to the contractor of the action taken on the wage and hour Division.

Under paragraphs (c) and (d) of this section, the contractor shall submit a written copy of the wage determination to each affected employer or it shall be posted as a part of the wage determination. The wage rate including fringe benefits shall be appropriate determined pursuant to paragraph (c) and (d) of this section shall be paid to all workers performing work in the classification under this contract from the first date on which work is performed in the classification.

d) *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either state the benefit as stated in the wage determination or shall state another on-site fringe benefit or an equivalent value thereon.

e) *Unfunded plans.* If the contractor does not agree to contribute to a trustee or other third person, the contractor shall consider as part of the wages of an employer or mechanic the amount of an employee's reasonable anticipated in providing on-site fringe benefits under a plan or program. *Provided, That* the Secretary of Labor has found on the written request of the contractor in accordance with the criteria set forth in (f) that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor shall require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f) *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor shall be required to pay interest on an employer's account of wages.

2. Withholding of CCR

a) *Withholding requirements.* The contracting agency shall, on its own action or at the request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued amounts or advances as shall be determined necessary to satisfy the liabilities of the contractor or another federal contract or the all amount of wages and monetary relief including interest required by the clauses set forth in this section or violations of this contract or to satisfy any such liabilities required by another federal contract, federal assisted contract subject to Davis-Bacon labor standards that is held by the same firm or contractor as defined in (b) of this section. The necessary funds shall be withheld from the contractor under this contract and another federal contract, the same firm or contractor or another federal assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same firm or contractor regardless of whether the other contract was awarded or assisted by the same agency and such funds shall be used to satisfy the contractor's liability for such funds were withheld. In the event of a contractor's failure to pay an employer or mechanic, including an apprentice or helper working on the site of the work all or part of the wages required by the contract or on the contractor's failure to submit the required records as discussed in paragraph (d) of this section, the contracting agency shall, on its own initiative and after written notice to the contractor, take such action as shall be necessary to cause the suspension of an order awarding advance or guarantee of funds until such violations have ceased.

b) *Priority to withheld funds.* The Department shall have priority to funds withheld or to be withheld in accordance with paragraph

of this section or Section 14 of the contract or other claims to those funds.

c) The contractor's liabilities including its own liability for or on behalf of bond sureties and payment bond sureties.

☐ contracting agency for its procurement costs

☐ trustee, either a court-appointed trustee or a trustee for or on behalf of a contractor or a contractor's estate

☐ contractor's assignee

☐ contractor's successor

☐ claim asserted under the Prompt Payment Act
[§ 502](#)

3. Records and certified payrolls CCR

Basic record requirements Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work or otherwise working in construction or development of the project under a development statute for a period of at least 3 years after all the work on the prime contract is completed.

Information required. Such records must contain the name, Social Security number, last known address, telephone number, and e-mail address of each subcontractor or each worker's correct classification, so-called, or other information, rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or case allowances thereof) of the times described in [§ 502](#) of the Davis-Bacon Act, daily and weekly, and other information, or other acts, all or part of in total and on each covered contract, deductions made and actual wages paid.

Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph (b) of this section that the wages of an employer or mechanic include the amount of an costs reasonably anticipated in providing benefits under a plan or program described in [§ 502](#) of the Davis-Bacon Act, the contractor must maintain records which show that the contractor or subcontractor to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Additional records relating to apprenticeship. Contractors of apprentices working under approved programs must maintain written evidence of the registration of apprentices, program's registration of the apprentices and the ratios and wage rates prescribed in the applicable program.

Certified payroll requirements Frequency and method of submission. The contractor or subcontractor must submit it weekly or each week in electronic and/or Related Acts covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls of all subcontractors, contracting agency or prime contractor, or other it or require contractors to submit certified payrolls through an electronic system as long as the electronic system requires a legally valid electronic signature. The system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed and the contracting agency or prime contractor or its other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (b) of this section, except that all Social Security numbers and last known addresses, telephone numbers and e-mail addresses must not be included on any transmittals. Instead, the certified payrolls need only include an individual identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required fee for certified payroll information of a fee submitted using Optional Form 1000 or in another form at desired. Optional Form 1000 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide all Social Security numbers and last known addresses, telephone numbers and e-mail addresses to the prime contractor for its own records, or to the fee of submission of the subcontractor to the contracting agency.

Statement of Compliance. Each certified payroll submitted must be accompanied by a Statement of Compliance signed by the contractor or subcontractor or the contractor or subcontractor's agent who attests or certifies the accuracy of the persons working on the contract and must certify the following:

That the certified payroll for the payroll period contains the information required to be provided under paragraph (b) of this section, the appropriate information and basic records are being maintained under paragraph (b) of this section, and such information and records are correct and complete.

ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full wage pages earned either directly or indirectly and that no deductions have been made either directly or indirectly from the full wages earned other than an allowable deduction as set forth in [CCR Part](#) and

iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) or occupation(s) performed as specified in the applicable wage determination incorporated into the contract.

Use of Optional Form WH-347. The release of a properly executed certification set forth on the reverse side of Optional Form _____ will satisfy the requirement for submission of the State of Colorado required paragraph _____ of this section.

Signature. The signature of the contractor or subcontractor or the contractor's or subcontractor's agent must be an original and written signature or a legally valid electronic signature.

Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [SSC](#) and [SSC](#).

Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of years after all the work on the prime contract is completed.

Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including but not limited to bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of years after all the work on the prime contract is completed.

Required disclosures and access Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraph _____ of this section and any other documents that the contracting agency, the State DOT, the _____ or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any applicable statutes referenced in _____ available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the _____ or the Department of Labor and must permit such representatives to interview workers during working hours on the job.

Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make the available or refuses to permit other interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity as the case may be that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further award, advance, or guarantee of funds until the contractor or subcontractor fails to submit the required records upon request or to make such records available or to permit other interviews during working hours on the job on the grounds for default or termination of the contract. In addition, any contractor or other person that fails to submit the required records or to make those records available to the DOT in the time the DOT requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [CCR Part](#) any of the required records that were not produced or made available to the DOT. The DOT will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. The DOT will determine the reasonableness of the request and may consider among other things the location of the records and the volume of production.

Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and e-mail address.

Each covered worker and must provide the upon request to the contracting agency, the State DOT, the _____ or the contractor, the wage and hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity CCR

Apprentices Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are enrolled pursuant to and individually registered in a bona fide apprenticeship program registered with the _____ Department of Labor, _____ and Training Administration Office of apprenticeship or with a State apprenticeship agency recognized by the _____ person who is not individually registered in the program may not have been certified by the _____ or a State apprenticeship agency. Where appropriate to be eligible for vocational or job ent as an apprentice will be permitted to work at less than the predetermined rate for the work they perform in the first weeks of vocational or job ent as an apprentice in such a program. In the event the _____ or a State apprenticeship agency recognized by the _____ or withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program if the apprenticeship program does not specify fringe benefits. Apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification if the administrator determines that a different practice prevails for the applicable apprentice classification. Fringe benefits must be paid in accordance with that determination.

Apprenticeship ratio. The allowable ratio of apprentices to journeymen on the job site in an craft classification must not be greater than the ratio permitted to the contractor as to the entire workforce under the registered program or the ratio applicable to the locality on the project pursuant to paragraph 4a of this section unless otherwise listed on a payroll at an apprentice wage rate. If is not registered or otherwise established as stated in paragraph 4a of this section must be paid not less than the applicable wage rate on the wage determination for the classification or for all other work. In addition, an apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the other applicable work.

Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates expressed in percentages of the journeyman's work rate applicable in the locality in which the construction is being performed must be observed. There is no applicable ratio or wage rate for the locality on the project if the ratio and wage rate specified in the contractor's registered program must be observed.

Equal employment opportunity. The use of apprentices and journeymen under this part must be in conformity with

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the equal employment opportunity requirements of Executive Order 11246 as amended and [49 CFR Part 1](#)

of apprentices and Trainees programs of the USDOT

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with federal aid highway construction programs are not subject to the requirements of paragraph 4 of this Section. **49 CFR 11246.101** The straight time work wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 49 CFR Part 11246 are incorporated by reference in this contract as provided in 49 CFR 11246

6. Subcontracts The contractor or subcontractor must insert 49 CFR 11246 in all subcontracts along with the applicable wage determination and such other clauses or contract modifications as the contracting agency or appropriate instructions require and a clause requiring the subcontractors to include these clauses and wage determination in all lower tier subcontracts. The prime contractor is responsible for the compliance of an subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of an violation of these clauses the prime contractor and an subcontractor's responsible will be liable for an unpaid wages and monetary relief including interest from the date of the underpayment or loss due to an orders of lower tier subcontractors and shall be subject to debarment as appropriate. **49 CFR 11246**

7. Contract termination: debarment. Breach of the contract clauses in 49 CFR 11246 shall be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 49 CFR 11246

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 49 CFR Parts 11246 and 11247 are herein incorporated by reference in this contract as provided in 49 CFR 11246

9. Disputes concerning labor standards. As provided in 49 CFR 11246 disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 49 CFR Parts 11246 and 11247. Disputes within the meaning of this clause include disputes between the contractor or an of its subcontractors and the contracting agency, the USDOT or the employees or their representatives.

10. Certification of eligibility A contractor entering into this contract certifies that neither it nor an officer or firm has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts pursuant to [49 USC 11246](#) or [49 USC 11247](#)

Each part of this contract shall be subcontracted to an person or firm ineligible for award of a Government contract pursuant to [49 USC 11246](#) or [49 USC 11247](#)

Each penalty for failing to state is prescribed in the USC Code Title 49 Crimes and Criminal Procedures [49 USC 11246](#)

11. **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, harass, or in any other manner discriminate against or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, harass, or in any other manner discriminate against any person or job applicant for

a. ☐ Filing an action or contractor on any condition of employment for any reasonable belief constitutes a violation of the DWR-Related Acts of the District of Columbia Code or

b. ☐ Filing an action or contractor on any condition of employment for any reasonable belief constitutes a violation of the DWR-Related Acts of the District of Columbia Code or

c. ☐ Cooperating in an investigation or other compliance action or testimony in any proceeding under the DWR-Related Acts of the District of Columbia Code or

d. ☐ Infringing any other person's right under the DWR-Related Acts of the District of Columbia Code or

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to the District of Columbia Code, the following clauses apply to any federal aid construction contract in an amount in excess of \$100,000 and subject to the provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by the District of Columbia Code or any other law used in this paragraph. The terms laborers and mechanics include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work shall require or permit any laborer or mechanic in any workweek 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 and interest to the date of payment under the contract. In addition, such contractor and subcontractor shall be liable to the United States in the case of work done under contract for the District of Columbia or a territory to such District or to such territory for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided by the District of Columbia Code for each calendar day on which such individual was required or permitted to work in excess of the standard forty-hour workweek. It is the intent of the District of Columbia Code that the clause set forth in paragraph 1 of this section

shall be as of January 1, 2000. (See D.C. Code, Title 2, Chapter 2, Section 2-201, as amended, adjusted annually by the Department of Labor pursuant to the Federal Civil Penalties Inflation Adjustment Act of 2007.)

3. Withholding for unpaid wages and liquidated damages

a. **Withholding process.** The District of Columbia or the contracting agency shall, upon its own action or at the request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the contractor or any subcontractor for any unpaid wages and interest, including interest, and liquidated damages required by the clauses set forth in this section on this contract and other federal contract with the same or with the contractor or any other federal or assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same or with the contractor as defined in the District of Columbia Code. The necessary funds shall be withheld from the contractor under this contract and other federal contract with the same or with the contractor or any other federal or assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same or with the contractor, regardless of whether the other contract was awarded or assisted by the same agency and such funds shall be used to satisfy the contractor's liability for such debts here withheld.

b. **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with Section 1 of paragraph 1 of paragraph 1 of this section or to other claims to those funds.

c. ☐ contractor's settlement, including litigation, for or on behalf of the contractor and the contractor's settlement.

d. ☐ contracting agency for its reasonable costs.

trustee is either a court-appointed trustee or a trustee or not in an estate of a contractor or a contractor's estate

contractor's assignee

contractor's successor

claim asserted under the Protection of Payment Act
[§ 15C](#)

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in Paragraphs 1 through 4 of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance with any subcontractor or lower tier subcontract with the clauses set forth in Paragraphs 1 through 4 in the

event of any violations of these clauses the prime contractor and any subcontractors responsible will be liable for any unpaid wages and monetary relief including interest to the date of the underpayment or loss due to any orders of lower tier subcontractors and associated liquidated damages and a fine subject to debarment as appropriate

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass or in any other manner discriminate against or cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass or in any other manner discriminate against any worker or job applicant for

a. Violating any contractor or subcontractor or other reasonable belief constitutes a violation of the Contract or orders and Safety Standards Act (C) or its implementing regulations in this part

b. Filing any complaint, initiating or causing to be initiated any proceeding or otherwise asserting or seeking to assert on behalf of the self or others any right or protection under C or SS or this part

c. Cooperating in any investigation or other compliance action or testifying in any proceeding under C or SS or this part or

d. Infringing any other person's rights under C or SS or this part

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all federal aid construction contracts on the National Highway System pursuant to 23 CFR

The contractor shall perform all of its own organization contract or subcontracting to not less than 10 percent or a greater percentage if specified elsewhere in the contract of the total original contract price including any special items designated by the contracting agency. Special items shall be performed by subcontract and the amount of any special items performed shall be deducted from the total original contract price before computing the amount of money required to be performed by the contractor's own organization 23 CFR

a. The term "perform" or "its own organization" in Paragraph 1 of Section 1 refers to workers employed or leased by the prime contractor and equipment owned or rented by the prime contractor or its subcontractors. Section 1 does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor or any other assignees. The term "shall include" includes for the costs of hiring leased employees for an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees shall only be included in this term if the prime contractor meets all of the following conditions based on longstanding interpretation

The prime contractor maintains control over the supervision of the day-to-day activities of the leased employees
The prime contractor remains responsible for the quality of the work of the leased employees

The prime contractor retains all power to accept or reject individual employees for work on the project and
The prime contractor remains ultimately responsible for the assignment of predetermined minimum wages, the issuance of payrolls, state and all other federal regulatory requirements

"Special items" shall be construed to be limited to work that requires highly specialized knowledge, abilities or equipment not ordinarily available in the contracting organizations qualified and selected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract 23 CFR

Pursuant to 23 CFR, the contract amount on which the requirements set forth in Paragraph 1 of Section 1 is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions

Persons to the contractor shall be the contractor's superintendent or supervisor who is employed by the contractor and is authorized to direct the performance of the work in accordance with the contract requirements and is in charge of all construction operations regardless of the contractor's size and the scope of the work or organizational resources. Supervision, management and engineering services as the contracting officer determines is necessary to assure the performance of the contract.

No portion of the contract shall be subcontracted or otherwise disposed of except with the written consent of the contracting officer or authorized representative and such consent when given shall not be construed to relieve the contractor of any responsibility for the performance of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract based on long-standing interpretation of the FAR.

The percent set-aside for minority-owned businesses shall be as follows:

It is not applicable to design-build contracts or to the contracting agencies that establish their own set-aside for minority-owned businesses.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as determined or as the contracting officer may determine to be reasonably necessary to protect the life and health of the workers on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. FAR.

It is a condition of this contract and shall be made a condition of each subcontract that the contractor enters into that the contractor and any subcontractor shall not permit any employee or person performing work on the contract to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety as determined under construction safety and health standards.

Health standards. FAR Part 101-11.6. The Secretary of Labor in accordance with Section 101 of the Contract Work Hours and Safety Standards Act of 1938 (40 U.S.C. 3331-3334) FAR.

Persons to the FAR. It is a condition of this contract that the Secretary of Labor or authorized representative thereof shall have the right to enter on any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 101 of the Contract Work Hours and Safety Standards Act of 1938 (40 U.S.C. 3331-3334).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers and others on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly and honestly as possible. Any willful falsification, distortion or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, or, if necessary, shall be posted on each Federal-aid highway project FAR Part 101-11.6 in one or more places where it is readily available to all persons concerned with the project.

40 U.S.C. 3331 reads as follows:

"Whoever being an officer, agent or employee of the United States or of any State or Territory or whoever being a person, association, firm or corporation knowingly makes an false statement, false representation or false report as to the character, quality, quantity or cost of the material used or to be used for the project or quality of the work performed or to be performed for the cost thereof in connection with the submission of plans, specifications, contracts or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation.

Whoever knowingly makes an false statement, false representation, false report or false claim with respect to the character, quality, quantity or cost of any work performed or to be performed or materials furnished or to be furnished in connection with the construction of any highway or related project approved by the Secretary of Transportation.

Whoever knowingly makes an false statement or false representation as to material fact in any statement, certificate or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 3, 1956 (Public Law 84-667) as amended and continued.

Shall be fined under this title or imprisoned not more than five years or both."

11

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT **§§ 101-103**

This provision is applicable to all Federal aid construction contracts in excess of \$100,000 and to all related subcontracts.

Upon issuance of this bid/proposal or the execution of this contract or subcontract as appropriate the bidder/proposer/federal aid construction contractor/subcontractor/supplier or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended and all other applicable regulations that may be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency of the CCR Part.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal aid construction contracts, design-build contracts, subcontracts, lower tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring a certification or that is estimated to cost \$100,000 or more as defined in CCR Parts 101 and 102 of CCR and

Instructions for Certification – First Tier Participants:

- a. Signing and submitting this proposal. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the debarment or agency determination whether to enter into this transaction. The prospective first tier participant to furnish a certification or an explanation shall disavow such a person from participation in this transaction. CCR
- c. The certification in this clause is a material representation of fact upon which reliance is placed upon the contracting agency. Determination to enter into this transaction is later determined that the prospective participant knowingly rendered an erroneous certification. In addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause under CCR.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if and when the prospective first tier participant learns that its certification was erroneous. When submitted or as discovered, erroneous reasons changed circumstances. CCR and
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal" and "collateral" as used in this clause are defined in CCR Parts 101 and 102. A participant is defined as a person or general contractor, lower tier participant, or a covered transaction under a first tier covered transaction. A participant is defined as subcontracts, first tier participant, or the participant who has entered into a covered transaction with a recipient or subrecipient of federal funds. A participant is defined as the prime or general contractor, lower tier participant, or a participant who has entered into a covered transaction with a first tier participant or other lower tier participants as subcontracts and suppliers.
- f. The prospective first tier participant agrees upon submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or collateral excluded from participation in this covered transaction unless authorized by the debarment or agency entering into this transaction. CCR
- g. The prospective first tier participant further agrees upon submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Collateral Exclusion - Lower Tier Covered Transactions" provided by the debarment or contracting agency entering into this covered transaction in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the threshold thresholds of CCR and

Each participant in a covered transaction shall rely on a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or collateral excluded from the covered transaction unless it knows that the certification is erroneous. CCR and each participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. CCR To verify the eligibility of its principals as well as the eligibility of any lower tier prospective participants, each participant or a participant is not required to check the System for Award Management website <https://www.saigo.gov> or CCR and

Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

jointly for transactions authorized under paragraph (b) of these instructions. A participant in a covered transaction knowingly enters into a lower tier covered transaction if it is a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency authorized to terminate this transaction for cause or default. CCR _____

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief that it and its principals

_____ are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions _____ and _____ Federal department or agency _____ CCR _____

_____ have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of an offense under the Federal Acquisition Regulation or destruction of records, including false statements or receiving stolen property. CCR _____

_____ are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of an offense in connection with this certification. CCR _____ and _____ and _____

_____ have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. CCR _____ and _____

_____ are not a corporation that has been convicted of a felonious violation under an Federal law within the three-year period preceding this proposal. _____ DOT Order _____ in determining a corporations act requirements and _____

_____ are not a corporation that an unpaid Federal liability that has been assessed or adjudicated by all judicial and administrative remedies have been exhausted or have lapsed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the liability. _____ DOT Order _____ in determining a corporations act requirements _____

_____ where the prospective participant is unable to certify to any of the statements in this certification, the prospective participant should attach an explanation to this proposal. _____ CCR _____ and _____

Instructions for Certification - Lower Tier Participants:

_____ applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior approval or estimated to cost _____ or more. _____ CCR Parts _____ and _____ CCR _____ and _____

a. Signing and submitting this proposal. The prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance has been placed when this transaction has entered into. It is later determined that the prospective lower tier participant knowingly rendered an erroneous certification. In addition to other remedies available to the Federal Government, the department or agency _____ it _____

this transaction originated by a source available remedies including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous. Reason or changed circumstances. CCR _____

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause are defined in _____ CCR Parts _____, _____ and _____ of _____ and _____ of _____ a contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations. First Tier Covered Transactions refers to a covered transaction between a recipient or subrecipient of Federal funds and a participant. Subcontract as the prime or general contractor. Lower Tier Covered Transactions refers to a covered transaction under a First Tier Covered Transaction. Subcontract as subcontractors. First Tier Participant refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds. Subcontract as the prime or general contractor. Lower Tier Participant refers to a participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants. Subcontract as subcontractors and suppliers.

e. The prospective lower tier participant agrees to submitting this proposal that it should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction if it is a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency to which this transaction originated. CCR _____ and _____

The Prospective lower tier Participant hereby agrees to submit this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction." It is a condition of all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the threshold FAR and

g. The Participant in a covered transaction shall rely on a certification of a Prospective Participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. The Participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals as well as the eligibility of any lower tier Prospective Participants, each Participant shall not be required to check the System for Award Management website (<https://www.sam.gov/>) which is controlled by the General Services Administration FAR and

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily

excluded from participation in this transaction. In addition to other remedies available to the Federal Government, the department or agency with which this transaction originated shall cause available remedies including suspension and/or debarment FAR

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The Prospective lower tier Participant certifies submission of this Proposal that neither it nor its principals

is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions and an Federal department or agency FAR

is a corporation that has been convicted of a felonious violation under an Federal law within the two-year period preceding this Proposal FAR DOT Order in implementing appropriations act requirements and

is a corporation with an unpaid Federal tax liability that has been assessed for all judicial and administrative remedies have been exhausted or have lapsed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability FAR DOT Order in implementing appropriations act requirements

here the Prospective lower tier Participant is unable to certify to any of the state entities in this certification, the Prospective Participant should attach an explanation to this Proposal

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed FAR Part FAR

The Prospective Participant certifies signing and submitting this bid or Proposal to the best of its or her knowledge and belief that

any Federal appropriated funds have been paid or will be paid or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the awarding of any Federal grant, the awarding 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

any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or

cooperative agreement the undersigned shall comply and submit Standard Form 278 "Disclosure Form to Report Lobbying" in accordance with its instructions

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 awarding or entering into this transaction. If a person knowingly or recklessly fails to file the required certification, shall be subject to a civil penalty of not less than \$5,000 and not more than \$10,000 for each such failure

The prospective participant also agrees in submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all subcontract recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal aid construction contracts, design-build contracts, subcontracts, lower tier subcontracts, purchase orders, lease agreements and/or any other covered transaction of the CCR Part .

This requirement applies to material or equipment that is acquired for a specific Federal aid project of the CCR . It is not applicable to goods or materials that come into inventories independent of an awarded contract.

When oceanic shipments or shipments across the Great Lakes are necessary for materials or equipment acquired for a specific Federal aid construction project, the bidder/proposer/contractor/supplier/contractor or vendor agrees:

- 1. To utilize United States flag commercial vessels to ship at least 50 percent of the gross tonnage loaded or discharged for or by carriers, cargo liners and tankers in United States flag vessels, and to provide an equipment material or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels of the CCR .
- 2. To furnish within 30 days following the date of loading or shipments originating within the United States or within 60 days following the date of loading or shipments originating outside the United States a legible copy of a rated on board commercial ocean bill of lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer and the prime contractor in the case of a subcontract bill of lading, and to the Office of Cargo and Commercial Sealift (MORC) Maritime Administration, Washington, DC . MORC requires copies of the ocean carrier's master bills of lading certified on board dated with rates and charges. These bills of lading shall contain business sensitive information and therefore shall be submitted directly to MORC of the Ocean Transportation Intermediary on behalf of the contractor of the CCR .

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS of the CCR .

This provision is applicable to all Federal aid projects awarded under the Appalachian Regional Development Act of 1965.

During the term of this contract, the contractor undertakes to do or procure as far as reasonably can be done as on-site workers shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL . Wherein the contract work is situated for the region or the Appalachian counties of the State wherein the contract work is situated, the contractor shall:

a. To the extent that qualified persons regularly residing in the area are not available;

b. For the reasonable needs of the contractor to employ senior or special experienced personnel necessary to assure an efficient execution of the contract work;

c. For the obligation of the contractor to employ or to present or procure employees as the result of a labor collective bargaining contract provided that the number of nonresident persons employed under this paragraph shall not exceed 10 percent of the total number of employees employed by the contractor on the contract or project as provided in paragraph 1 of the .

The contractor shall place a job order with the State Department of Service indicating the classifications of the laborers, mechanics and other employees required to perform the contract or project and the number of employees required in each classification. The date on which the participant estimates such employees will be required and any other pertinent information required by the State Department of Service to complete the job order for the job order shall be placed with the State Department of Service in writing or by telephone during the course of the contract or project information.

submitted to the contractor in the original job order is substantial and qualified the participant shall provide notice to the State Department of Service.

The contractor shall give full consideration to all qualified job applicants referred to by the State Department of Service. The contractor is not required to grant employment to any job applicants who in its opinion are not qualified to perform the classification or required.

Within one week following the placing of a job order the contractor to the State Department of Service the State Department of Service is unable to refer any qualified job applicants to the contractor or less than the number requested the State Department of Service will forward a certificate to the contractor indicating the availability of applicants. Such certificate shall be made a part of the contractor's permanent project records upon receipt of this certificate the contractor shall do persons who do not nor all reside in the labor area to fill positions covered by the certificate notwithstanding the provisions of paragraph (c) above.

The provisions of the C.R. shall allow the contracting agency to provide a contractual reference for the use of mineral resource materials native to the Galapagos region. The contractor shall include the provisions of Sections 4 through 6 of this attachment in every subcontract or order which is or reasonably can be done as on-site or.

EXHIBIT “B”

FEMA Required and Recommended Contract Provisions

2 C.F.R. s 200.326 Required Contract Clauses

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EXHIBIT “B”

FEMA Required and Recommended Contract Provisions

2 C.F.R. s 200.326 Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326.

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR Part 200. As a result, firms awarded federally funded contracts by the City of Mount Dora, must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically states otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition: *Firm/Contractor* means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

1. **Remedies.**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.

2. **Termination for Cause and Convenience.**

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, i B.

3. **Equal Employment Opportunity.**

Per 41 C.F.R. Part 60-1.4(b) all suppliers, respondents sub-respondents and consultants, shall include the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions as maybe imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the

supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

4.) Contract Work Hours and Safety Standards Act. All contractors, suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards as stated under 40 U.S.C. § 3702 and 40 U.S.C. § 3704. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

Required Language:

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or sub recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be

necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

Additional Recommended Language ☐

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, the following language is to be included:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

- 5) **Clean Air Act and the Federal Water Pollution Control Act.** All contractors, suppliers, Respondents, sub-respondents, consultants, and sub- consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401– 7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

- a. Compliance language for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

“Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or

regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

6. **Debarment and Suspension.** All contractors, suppliers, Respondents, sub-respondents, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

This requirement applies to all FEMA grant and cooperative agreement programs. The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services. NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non state entities to only award contracts to responsible vendors.

"Suspension and Debarment:

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/sub recipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/sub recipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

7. **Byrd Anti-Lobbying Amendment.** All contractors, suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, Respondents, sub-respondents, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with

non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient□

APPENDIX A. 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). See Required Forms Section 7.

8. **Procurement of Recovered Materials.** All contractors, suppliers, Respondents, and sub Respondents, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.”

9. **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and sub recipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in

(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing:
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (3) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information

in paragraph (d)(2) of this clause to the recipient or sub recipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

10. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (i) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (ii) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

1. **Access to Records.** In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The City of Mount Dora, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff See DHS Standard Terms and Conditions, v 3.0, of XXVI (2013).

The following contract language should be used:

“The Contractor agrees to provide (insert non-federal entity), (insert name of pass-through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are

directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

2. Additional FEMA Requirements.

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

a. Changes

“To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.”

3. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4. No Obligation by Federal Government

This is an acknowledgement the federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

5. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

6. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

7. Copyright and Data Rights

“License and Delivery of Works Subject to Copyright and Data Rights -

The Contractor grants to the (insert name of the non-federal entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (insert name of the non-federal entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).”

8. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, r: XXV (2013).
- b. The following provides a contract clause regarding DHS Seal. Logo, and Flags:

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval."

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EXHIBIT “C”

FEMA Required and Recommended Contract Provisions

2 C.F.R. Part 200, Appendix II, Required Contract Clauses

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APPENDIX II TO CFR 200 –

Contract Provisions For Non-Federal Entity Contracts Under Federal Awards And Other Required Clauses

APPENDIX II TO CFR 200 – Contract Provisions For Non-Federal Entity Contracts Under Federal Awards. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 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 (42 U.S.C. 6201).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must 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 must 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 non-Federal award.

J. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also § 200.471.

L. Domestic preferences for procurements

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide 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). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “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.
 - (2) “Manufactured products” means 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.

American Rescue Plan Act Required Contract Clauses

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 consideration 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 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 (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. INCREASING SEAT BELT USE IN THE UNITED STATES

It is encouraged that the contractor adopts and enforces on the job seat belt policies and programs when operating company owned, rented or personal owned vehicles. The contractor is encouraged to include this clause in subcontract that is issued.

C. REDUCING TEXT MESSAGING WHILE DRIVING

It is encouraged that the contractor adopts and enforces policies and programs that ban text messaging while driving or operating company owned, rented or personal owned vehicles. The contractor is encouraged to include this clause in subcontract that is issued.

D. ACCESS TO RECORDS

- (1) The contractor agrees to provide the City of Altamonte Springs, State of Florida, the Comptroller General of the United States, or any of their authorized representative's 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 City of Altamonte Springs, State of Florida, the Comptroller General of the United States, or any of their authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

E. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If subcontractors are let, the contractor shall take all affirmative steps listed below in the procurement of subcontractors:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring 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, as appropriate, of such organizations as the small business administration and the minority business development agency of the Department of Commerce.

F. CHANGES

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

G. ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

- (1) Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, As amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- (2) Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
- (3) Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the

Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

(4) Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

(5) The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

H. COPELAND ANTI-KICKBACK ACT

(1) The contractor hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause: i. "Contractor. The contractor shall comply with 18 U.S.C. Statute 874, 40 U.S.C. Statute 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in (1)I above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR Section 5.12.

I. FEDERAL DRUG FREE WORKPLACE Contractor agrees to comply with the drug-free workplace requirements for federal Contractors pursuant to 41 U.S.C.A. § 8102.

EXHIBIT “D”

**ZOOM MEETING
ACCESS INFORMATION**

Solicitation Opening via ZOOM:

Topic: RFQ 24-GS-013 PROFESSIONAL CONSULTANT SERVICES- OPENING
Time: Jul 15, 2024 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/84246208025?pwd=Y22TpgTNYLJfzg2RIGJNsuL9Plf1Fo.1>

Meeting ID: 842 4620 8025

Passcode: 760006



CITY OF
MOUNT
DORA

Purchasing Division

Whitney Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
Fax: 352-735-1406
E-mail: donovanw@mountdora.gov

Date: June 30, 2024

To: All Submitting Vendors

Re: **NOTICE OF INTENT TO AWARD: RFQ #24-GS-013 "Professional Consultant Services"**

This letter serves as notification that the RFQ Evaluation Committee, comprised of Sheila Hayes, Cathy Lunday, George Marek, Adam Sumner, and Wayne Zimmerman, will present to the City Council, a recommendation of award for the firms mentioned below in all categories.

On June 13, 2024, RFQ #24-GS-013, was issued resulting in 81 timely proposals being received by the opening date and time of July 15, 2024 at 2:00 p.m. The proposals received were responsive to all RFQ requirements.

The Evaluation Committee met on June 29, 2024 to discuss and score the 81 proposals received. The discussion was detailed and scoring (see below) was consistent. Please see below for the final scoring and results.

The Evaluation Committee unanimously voted to move forward with a final recommendation of award to the City of Mount Dora City Council. Presentation/Q&A sessions will not be held.

If you have any questions regarding the procurement procedures, please contact me via e-mail at donovanw@mountdora.gov.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to working with you on future projects.

Best Regards,

Whitney Donovan
Purchasing Coordinator

The Selected Vendors Are Highlighted in Yellow for Each Group.

Group A: STORMWATER MANAGEMENT AND DESIGN SERVICES

Group B: WATER AND WASTEWATER UTILITY ENGINEERING SERVICES

Group C: LANDSCAPE ARCHITECTURE SERVICES

Group D: FACILITIES (BUILDINGS) ARCHITECTURAL & ENGINEERING SERVICES

Group E: CIVIL ENGINEERING (WATER, SEWER, RECLAIM PLANTS)

Group F: CIVIL ENGINEERING (WATER, SEWER, RECLAIM LINES)

Group G: GEOTECHNICAL SERVICES

Group H: SECURITY ENGINEERING SERVICES- No Proposals Received

Group I: SURVEYING AND MAPPING SERVICES

Group J: ENVIRONMENTAL, ARCHEOLOGICAL AND HISTORICAL SERVICES

Group K: CIVIL ENGINEERING (ROADWAY, SIDEWALKS AND PARKING FACILITIES)

Group L: ELECTRIC UTILITY (ENGINEERING, PLANNING AND OPERATIONS)

Group M: MEP SERVICES

Group N: STRUCTURAL ENGINEERING SERVICES

Group O: TRAFFIC/TRANSPORTATION

Group P: PLANNING

Group A: STORMWATER MANAGEMENT AND DESIGN SERVICES

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CivilSurv Design Group Inc	90	5	450.00	69	5	345.00	100	5	500.00	83	5	415.00	66	5	330.00	2,040.00	4.00
DRMP, Inc.	100	5	500.00	68	5	340.00	91	5	455.00	92	5	460.00	81	5	405.00	2,160.00	3.00
Half Associates, Inc.	100	5	500.00	66	5	330.00	95	5	475.00	98	5	490.00	95	5	475.00	2,270.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	63	5	315.00	97	5	485.00	100	5	500.00	95	5	475.00	2,275.00	1.00
Kleinfelder	95	5	475.00	62	5	310.00	94	5	470.00	98	5	490.00	44	5	220.00	1,965.00	5.00
Neel-Schaffer, Inc	95	5	475.00	63	5	315.00	93	5	465.00	93	5	465.00	44	5	220.00	1,940.00	6.00

Group B: WATER AND WASTEWATER UTILITY ENGINEERING SERVICES

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Arminius Consultants	80	5	400.00	55	5	275.00	97	5	485.00	75	5	375.00	60	5	300.00	1,835.00	6.00
CivilSurv Design Group, Inc	90	5	450.00	60	5	300.00	100	5	500.00	88	5	440.00	60	5	300.00	1,990.00	5.00
CPH Engineers	100	5	500.00	60	5	300.00	98	5	490.00	100	5	500.00	80	5	400.00	2,190.00	3.00
Florida Technical Consultants	80	5	400.00	35	5	175.00	63	5	315.00	60	5	300.00	60	5	300.00	1,490.00	8.00
Half Associates, Inc.	100	5	500.00	60	5	300.00	96	5	480.00	98	5	490.00	100	5	500.00	2,270.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	70	5	350.00	98	5	490.00	100	5	500.00	100	5	500.00	2,340.00	1.00
Kleinfelder	80	5	400.00	40	5	200.00	94	5	470.00	90	5	450.00	60	5	300.00	1,820.00	7.00
Mittauer & Associates, Inc.	100	5	500.00	60	5	300.00	97	5	485.00	90	5	450.00	60	5	300.00	2,035.00	4.00

Group C: LANDSCAPE ARCHITECTURE SERVICES

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Catalyst Design Group	75	5	375.00	85	5	425.00	97	5	485.00	90	5	450.00	60	5	300.00	2,035.00	5.00
CPH Engineers	100	5	500.00	50	5	250.00	94	5	470.00	100	5	500.00	60	5	300.00	2,020.00	6.00
GAI Consultants	100	5	500.00	65	5	325.00	98	5	490.00	93	5	465.00	100	5	500.00	2,280.00	2.00
Half Associates, Inc.	100	5	500.00	65	5	325.00	95	5	475.00	100	5	500.00	100	5	500.00	2,300.00	1.00
Inspire Placemaking Collective, Inc.	75	5	375.00	80	5	400.00	97	5	485.00	82	5	410.00	60	5	300.00	1,970.00	7.00
Kimley-Horn and Associates, Inc.	100	5	500.00	65	5	325.00	97	5	485.00	100	5	500.00	60	5	300.00	2,110.00	4.00
LandDesign	75	5	375.00	85	5	425.00	95	5	475.00	83	5	415.00	88	5	440.00	2,130.00	3.00
Pennoni Associates, Inc	75	5	375.00	65	5	325.00	95	5	475.00	70	5	350.00	60	5	300.00	1,825.00	8.00

Group D: FACILITIES (BUILDINGS) ARCHITECTURAL & ENGINEERING SERVICES

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Bentley Group, Inc	100	5	500.00	85	5	425.00	99	5	495.00	97	5	485.00	80	5	400.00	2,305.00	2.00
CPH Engineers	100	5	500.00	80	5	400.00	98	5	490.00	100	5	500.00	100	5	500.00	2,390.00	1.00
DLZ	85	5	425.00	40	5	200.00	96	5	480.00	60	5	300.00	60	5	300.00	1,705.00	6.00
Harvard Jolly, Inc	80	5	400.00	85	5	425.00	96	5	480.00	75	5	375.00	60	5	300.00	1,980.00	5.00
Kimley-Horn and Associates, Inc.	100	5	500.00	45	5	225.00	97	5	485.00	100	5	500.00	100	5	500.00	2,210.00	3.00
Monarch Design Group	80	5	400.00	75	5	375.00	97	5	485.00	68	5	340.00	80	5	400.00	2,000.00	4.00

Group E: CIVIL ENGINEERING (WATER, SEWER, RECLAIM PLANTS)

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Arminius Consultants	95	5	475.00	85	5	425.00	98	5	490.00	71	5	355.00	66	5	330.00	2,075.00	5.00
CPH Engineers	100	5	500.00	85	5	425.00	95	5	475.00	100	5	500.00	80	5	400.00	2,300.00	3.00
Half Associates, Inc.	100	5	500.00	95	5	475.00	96	5	480.00	95	5	475.00	100	5	500.00	2,430.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	95	5	475.00	97	5	485.00	100	5	500.00	100	5	500.00	2,460.00	1.00
Mittauer & Associates, Inc.	100	5	500.00	90	5	450.00	97	5	485.00	88	5	440.00	60	5	300.00	2,175.00	4.00

Group G: GEOTECHNICAL SERVICES

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Nadic Engineering	100	5	500.00	90	5	450.00	98	5	490.00	95	5	475.00	100	5	500.00	2,415.00	1.00
Terracon Consultants, Inc	100	5	500.00	90	5	450.00	98	5	490.00	95	5	475.00	80	5	400.00	2,315.00	2.00

Group H: SECURITY ENGINEERING SERVICES- (No Proposals Received)

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
No Responses																	

Group I: SURVEYING AND MAPPING SERVICES

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Carnahan, Proctor and Cross, Inc	90	5	450.00	84	5	420.00	90	5	450.00	95	5	475.00	60	5	300.00	2,095.00	6.00
CivilSurv Design Group Inc	90	5	450.00	89	5	445.00	97	5	485.00	78	5	390.00	60	5	300.00	2,070.00	7.00
CPH Engineers	100	5	500.00	83	5	415.00	95	5	475.00	100	5	500.00	80	5	400.00	2,290.00	3.00
DRMP, Inc.	100	5	500.00	98	5	490.00	90	5	450.00	100	5	500.00	60	5	300.00	2,240.00	4.00
Half Associates, Inc.	100	5	500.00	96	5	480.00	96	5	480.00	100	5	500.00	80	5	400.00	2,360.00	2.00
Southeastern Surveying and Mapping Corporation	85	5	425.00	97	5	485.00	95	5	475.00	100	5	500.00	100	5	500.00	2,385.00	1.00
SurvTech Solutions	85	5	425.00	92	5	460.00	96	5	480.00	81	5	405.00	60	5	300.00	2,070.00	7.00
WGI, Inc	85	5	425.00	100	5	500.00	95	5	475.00	88	5	440.00	60	5	300.00	2,140.00	5.00

Group J: ENVIRONMENTAL, ARCHEOLOGICAL AND HISTORICAL SERVICES

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CPH Engineers	100	5	500.00	85	5	425.00	95	5	475.00	98	5	490.00	80	5	400.00	2,290.00	3.00
DRMP, Inc.	100	5	500.00	93	5	465.00	90	5	450.00	100	5	500.00	80	5	400.00	2,315.00	2.00
Half Associates, Inc.	100	5	500.00	92	5	460.00	96	5	480.00	80	5	400.00	100	5	500.00	2,340.00	1.00
Kleinfelder	100	5	500.00	85	5	425.00	95	5	475.00	90	5	450.00	80	5	400.00	2,250.00	5.00
Terracon Consultants, Inc	95	5	475.00	90	5	450.00	96	5	480.00	97	5	485.00	80	5	400.00	2,290.00	3.00

Group J: ENVIRONMENTAL, ARCHEOLOGICAL AND HISTORICAL SERVICES

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CPH Engineers	100	5	500.00	85	5	425.00	95	5	475.00	98	5	490.00	80	5	400.00	2,290.00	3.00
DRMP, Inc.	100	5	500.00	93	5	465.00	90	5	450.00	100	5	500.00	80	5	400.00	2,315.00	2.00
Half Associates, Inc.	100	5	500.00	92	5	460.00	96	5	480.00	80	5	400.00	100	5	500.00	2,340.00	1.00
Kleinfelder	100	5	500.00	85	5	425.00	95	5	475.00	90	5	450.00	80	5	400.00	2,250.00	5.00
Terracon Consultants, Inc	95	5	475.00	90	5	450.00	96	5	480.00	97	5	485.00	80	5	400.00	2,290.00	3.00

* The below mentioned tie-breaker pulled from the RFQ was the deciding factor for choosing CPH.

If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other firm is awarded the tie-breaker.

Group K: CIVIL ENGINEERING (ROADWAY, SIDEWALKS AND PARKING FACILITIES)

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Carnahan, Proctor and Cross, Inc	95	5	475.00	86	5	430.00	90	5	450.00	93	5	465.00	60	5	300.00	2,120.00	5.00
CivilSurv Design Group Inc	95	5	475.00	87	5	435.00	92	5	460.00	78	5	390.00	60	5	300.00	2,060.00	7.00
CPH Engineers	100	5	500.00	85	5	425.00	95	5	475.00	100	5	500.00	80	5	400.00	2,300.00	2.00
DRMP, Inc.	100	5	500.00	88	5	440.00	85	5	425.00	100	5	500.00	80	5	400.00	2,265.00	4.00
Half Associates, Inc.	100	5	500.00	93	5	465.00	89	5	445.00	78	5	390.00	100	5	500.00	2,300.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	92	5	460.00	98	5	490.00	100	5	500.00	100	5	500.00	2,450.00	1.00
Neel-Schaffer, Inc	95	5	475.00	80	5	400.00	90	5	450.00	91	5	455.00	60	5	300.00	2,080.00	6.00

Group L: ELECTRIC UTILITY (ENGINEERING, PLANNING AND OPERATIONS)

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
DSTENGINEERS, LLC	100	5	500.00	41	5	205.00	94	5	470.00	85	5	425.00	85	5	425.00	2,025.00	2.00
SEL Engineering Services, Inc	100	5	500.00	21	5	105.00	92	5	460.00	70	5	350.00	100	5	500.00	1,915.00	3.00
TEAMWORKnet, Inc	100	5	500.00	65	5	325.00	100	5	500.00	100	5	500.00	100	5	500.00	2,325.00	1.00

Group M: MEP SERVICES

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
SGM Engineering, Inc	100	5	500.00	100	5	500.00	97	5	485.00	100	5	500.00	100	5	500.00	2,485.00	1.00

Group N: STRUCTURAL ENGINEERING SERVICES

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CPH Engineers	100	5	500.00	93	5	465.00	95	5	475.00	100	5	500.00	60	5	300.00	2,240.00	3.00
Dredging & Marine Consultants	100	5	500.00	90	5	450.00	100	5	500.00	90	5	450.00	100	5	500.00	2,400.00	2.00
Kimley-Horn and Associates, Inc.	100	5	500.00	88	5	440.00	95	5	475.00	100	5	500.00	100	5	500.00	2,415.00	1.00

Group P: PLANNING

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CPH Engineers	100	5	500.00	90	5	450.00	95	5	475.00	100	5	500.00	80	5	400.00	2,325.00	3.00
England, Thims & Miller, Inc	95	5	475.00	89	5	445.00	95	5	475.00	75	5	375.00	60	5	300.00	2,070.00	6.00
GAI Consultants	100	5	500.00	78	5	390.00	98	5	490.00	90	5	450.00	100	5	500.00	2,330.00	2.00
Half Associates, Inc.	100	5	500.00	96	5	480.00	95	5	475.00	75	5	375.00	80	5	400.00	2,230.00	4.00
Inspire Placemaking Collective, Inc	95	5	475.00	84	5	420.00	97	5	485.00	85	5	425.00	60	5	300.00	2,105.00	5.00
Kimley-Horn and Associates, Inc.	100	5	500.00	84	5	420.00	95	5	475.00	100	5	500.00	100	5	500.00	2,395.00	1.00
WGI, Inc	95	5	475.00	87	5	435.00	95	5	475.00	71	5	355.00	60	5	300.00	2,040.00	7.00

ATTACHMENT #3

Group A:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CivilSurv Design Group Inc	00	0	000000	00	0	000000	000	0	000000	00	0	000000	00	0	000000	00000000	0000
DRMP, Inc.	000	0	000000	00	0	000000	00	0	000000	00	0	000000	00	0	000000	00000000	0000
Halff Associates, Inc.	000	0	000000	00	0	000000	00	0	000000	00	0	000000	00	0	000000	00000000	0000
Kimley-Horn and Associates, Inc.	000	0	000000	00	0	000000	00	0	000000	000	0	000000	00	0	000000	00000000	0000
Kleinfelder	00	0	000000	00	0	000000	00	0	000000	00	0	000000	00	0	000000	00000000	0000
Neel-Schaffer, Inc	00	0	000000	00	0	000000	00	0	000000	00	0	000000	00	0	000000	00000000	0000

Group B:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Arminius Consultants																	
CivilSurv Design Group, Inc																	
CPH Engineers																	
Florida Technical Consultants																	
Halff Associates, Inc.																	
Kimley-Horn and Associates, Inc.																	
Kleinfelder																	
Mittauer &Associates, Inc.																	

Group C:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Catalyst Design Group																	
CPH Engineers																	
GAI Consultants																	
Halff Associates, Inc.																	
Inspire Placemaking Collective, Inc																	
Kimley-Horn and Associates, Inc.																	
LandDesign																	
Pennoni Associates, Inc																	

Group D:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Bentley Group, Inc	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐☐☐☐☐☐☐	☐☐☐☐
CPH Engineers	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐☐	☐	☐☐☐☐	☐☐☐	☐	☐☐☐☐	☐☐☐☐☐☐☐☐	☐☐☐☐☐☐☐☐
DLZ	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐☐☐☐☐☐☐	☐☐☐☐☐☐☐☐
Harvard Jolly, Inc	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐☐☐☐☐☐☐	☐☐☐☐☐☐☐☐
Kimley-Horn and Associates, Inc.	☐☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐☐	☐	☐☐☐☐	☐☐☐	☐	☐☐☐☐	☐☐☐☐☐☐☐☐	☐☐☐☐☐☐☐☐☐☐☐☐
Monarch Design Group	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐	☐	☐☐☐☐	☐☐☐☐☐☐☐☐	☐☐☐☐☐☐☐☐☐☐☐☐

Group E:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Arminius Consultants																	
CPH Engineers																	
Halff Associates, Inc.																	
Kimley-Horn and Associates, Inc.																	
Mittauer &Associates, Inc.																	

Group F:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Arminius Consultants	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐☐☐☐☐☐☐☐	☐☐☐☐☐
CivilSurv Design Group Inc	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐☐☐☐☐☐☐☐	☐☐☐☐☐
CPH Engineers	☐☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐☐☐☐☐☐☐☐	☐☐☐☐☐☐☐
Half Associates, Inc.	☐☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐☐	☐	☐☐☐☐☐	☐☐☐☐☐☐☐☐☐	☐☐☐☐☐☐☐
Kimley-Horn and Associates, Inc.	☐☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐☐	☐	☐☐☐☐☐	☐☐☐	☐	☐☐☐☐☐	☐☐☐☐☐☐☐☐☐	☐☐☐☐☐☐☐
Kleinfelder	☐☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐☐☐☐☐☐☐☐	☐☐☐☐☐
Mittauer &Associates, Inc.	☐☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐☐☐☐☐☐☐☐	☐☐☐☐☐☐☐
Neel-Schaffer, Inc	☐☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐	☐	☐☐☐☐☐	☐☐☐☐☐☐☐☐☐	☐☐☐☐☐☐☐

Group G:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Nadic Engineering																	
Terracon Consultants, Inc																	

07/29/2024 @ 10:00 AM

Group H:

Evaluators Name: _____

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
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No Responses

Group I:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Carnahan, Proctor and Cross, Inc																	
CivilSurv Design Group Inc																	
CPH Engineers																	
DRMP, Inc.																	
Half Associates, Inc.																	
Southeastern Surveying and Mapping Corporation																	
SurvTech Solutions																	
WGI, Inc																	

Group K:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Carnahan, Proctor and Cross, Inc																	
CivilSurv Design Group Inc																	
CPH Engineers																	
DRMP, Inc.																	
Half Associates, Inc.																	
Kimley-Horn and Associates, Inc.																	
Neel-Schaffer, Inc																	

Group L:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
DSTENGINEERS, LLC																	
SEL Engineering Services, Inc																	
TEAMWORKnet, Inc																	

Group M:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
SGM Engineering, Inc	□□	□	□□□□	□□	□	□□□□	□□	□	□□□□	□□	□	□□□□	□□	□	□□□□	□□□□□□	□□□□

Group N:

[illegible]

Group O:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
Carnahan, Proctor and Cross, Inc																	
CPH Engineers																	
Kimley-Horn and Associates, Inc.																	
Neel-Schaffer, Inc																	

Group P:

Firm Name	Sheila Hayes	ITEM WEIGHT	MAX WEIGHTED VALUE	Cathy Lunday	ITEM WEIGHT	MAX WEIGHTED VALUE	George Marek	ITEM WEIGHT	MAX WEIGHTED VALUE	Adam Sumner	ITEM WEIGHT	MAX WEIGHTED VALUE	Wayne Zimmerman	ITEM WEIGHT	MAX WEIGHTED VALUE	TOTAL	Rank
CPH Engineers																	
England, Thims & Miller, Inc																	
GAI Consultants																	
Half Associates, Inc.																	
Inspire Placemaking Collective, Inc																	
Kimley-Horn and Associates, Inc.																	
WGI, Inc																	



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Rita Meade, Director of Finance
Vince Sandersfeld, City Manager

SUBJECT: Request Approval of the Purchase of a New High Service Pump 1 and Motor for Water Treatment Plant #1

Introduction:

This is a request for Council to approve the purchase of a new high service pump 1 and motor for Water Treatment Plant #1.

Discussion:

The purpose of the mixer is to keep the sludge suspended solids in suspension. The existing 5 horsepower mixer is in poor condition and parts are no longer available. This project provides a direct replacement for the obsolete gear box.

This pump and motor are used to transfer potable water from the ground storage tanks to the distribution system where the potable water is conveyed to the City's potable water customers. The replacement of high service pump 1 and motor is necessary due to the age and condition of the existing pump and motor. These items have not been replaced or rebuilt within the past fifteen years and are starting to decline in pumping capacity. The City currently does not have a spare pump and motor for this plant and the existing pump and motor will be reconditioned in the future for use in case of an emergency.

The City has conducted a good faith review of available sources and all available documentation for this item, and has determined that there is only one source for the required goods. As Finance Director, I, Rita Meade, have reviewed the criteria for Single/Sole Source Purchasing and all such criteria have been met.

The City of Mount Dora Purchasing Policy 3.4-1 PURCHASING METHODS AND SOLICITATION, G. Single/Sole Source Purchasing states the following:

"A Contract may be awarded without competition when the Finance Director determines, in writing, after conducting a good faith review of available sources and reviewing all

applicable documentation, that there is only one source for the required Goods, Services or Construction.

The following criteria must be met to satisfy the Single/Sole Source requirement:

1. It is the only item that will produce the desired results (or fulfill the specific need) ... or
2. The item is available from only one source of supply ... or
3. The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.
4. Preferred vendor/partner of an existing established vendor.
5. Sole/Single Source purchases are exempt from competitive requirements; however, all Sole/Single Source requisitions exceeding \$5,000 in value will be electronically advertised for a period of at least ten (10) business days. For those instances that services are needed involving multiple years, the total of all years must be combined to capture the project, as a whole, so the proper approvals may be obtained."

-Rita Meade, Director of Finance
City of Mount Dora

Budget Impact:

The cost is \$59,582.00 and is budgeted with funds available in GL account 421-1920-536.46-01.

Strategic Impact:

Objective 2.4 - Sustain City Infrastructure

Recommendation:

Council approve purchase of a new high service pump 1 and motor for Water Treatment Plant #1 and requisition no 24-2778.

Attachment(s):

1. Attachment 1.Auth Distributor Letter - Fairbanks 2024 (1)
2. Attachment 2.NOTICE OF INTENT TO AWARD A SINGLE SOURCE PROCUREMENT.RSS 24-PW-015 Purchase of WTP 1 HSP Pump Replacement
3. Attachment 3.Barney's Quote for High Service Pump 1 and Motor for Water Treatment Plant 1
4. Attachment 4.Single Source Award

Prepared by: vedderl vedderl, Administrative Assistant
Reviewed by: vedderl vedderl, Administrative Assistant
Bill Mitchell, City Engineer
Andrew Marsian, Director of Utilities and Plant Operations
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/30/2024
Approved - 8/30/2024
Approved - 8/30/2024
Approved - 9/3/2024
Approved - 9/11/2024
Approved - 9/11/2024
Approved - 9/11/2024
Final Approval -
9/11/2024

ATTACHMENT #1



James A. Miller
Engineered Account Manager
PENTAIR FLOW TECHNOLOGIES
Fairbanks Nijhuis
+1.913.371.5000 main
+1-504-491-0320 cell
Jim.miller@pentair.com
3925 North I-10 Service Road
Suite 109K
Metairie, La 70002
United States
www.fairbanksnijhuis.com

January 5, 2024

Subject: Fairbanks Nijhuis Pumps
Authorized Municipal Distributor

To whom it may concern,

Thank you for your recent inquiry regarding Fairbanks Nijhuis pumps (formally Fairbanks Morse). Barney's Pumps, Inc. is the sole distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide warranty and non-warranty service and repair for our products.

They have locations in Lakeland (863) 665-8500, Coral Springs (954) 346-0669 and Jacksonville (904) 260-0669 to support the Florida municipal market. If I can be of further assistance, please contact me at 504-491-0320

Sincerely,

James A. Miller

James A. Miller
Engineered Account Manager



CITY OF MOUNT DORA

Whitney M. Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
Fax: 352-735-1406
E-mail: donovanw@mountdora.gov

To: All Interested Vendors

Re: NOTICE OF INTENT TO AWARD A SINGLE SOURCE PROCUREMENT

Single Source No. : RSS# 24-PW-015

Date Posted: Tuesday June 19, 2024 4:00 PM

Written Response Due By: Tuesday, July 2, 2024 at 4:00 PM

SUBMIT RESPONSES TO:

Name: Whitney Donovan

Email Address: donovanw@mountdora.gov

Subject Line Identifier: RSS #24-PW-015 Purchase of WTP #1 HSP Pump Replacement

Subject: Purchase of WTP #1 HSP Pump Replacement

The City of Mount Dora intends to award a procurement as a Single Source Procurement in accordance with its Purchasing Policy Manual, Section 3.4-1(G). Any responses received in reference to this Notice will be for the sole purpose of determining whether a competitive procurement is in the best interest of the City. **This is not a solicitation, and there is not a solicitation available.**

A Single Source Procurement is a purchase that is directed to one (1) source because of standardization, warranty, or other factors, which for justifiable reasons, is found to be most advantageous for the City, even though other competitive sources may be available. **A Single Source Procurement is a non-competitive procurement method.**

All are encouraged to notify the Purchasing Manager, stating their company/agency name, address, contact name, contact email, and a statement regarding their ability to provide the requested goods or services. All responses must be in writing, via email, to the Purchasing Manager specified, by the "Response Due By" date and time listed above. If applicable, Distributors and re-sellers are highly encouraged to include a statement from the manufacturer stating they are authorized to sell or rent the desired commodity.

The determination not to compete this proposed action based on the responses to this Notice is solely within the discretion of the City Manager for purchase amounts of \$50,000.00 or less, and at the discretion of the City of Mount Dora City Council for purchase amounts exceeding \$50,000.00.



CITY OF MOUNT DORA

Whitney M. Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
Fax: 352-735-1406
E-mail: donovanw@mountdora.gov

Procurement details:

Estimated Spend or Value: \$59,582.00
Term (Years): One Time Purchase
Vendor: Barney's Pumps Inc.

Brief Description: The City intends to purchase this pump and service.

Justification: Fairbanks Nijhuis pumps (formally Fairbanks Morse) are the manufacturer of the current equipment utilized in our water treatment plants. Barney's Pumps, Inc. is the sole distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River). Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide warranty and non-warranty service and repair for our products. We wish to maintain our warranty and therefore have the work completed by Barney's Pumps Inc.

Remainder of page left blank intentionally.

QUOTATION NUMBER

ATTACHMENT #3

BARNEY'S PUMPS INC.



Page 1 of 1

P.O. Box 3529 Lakeland, FL 33802-3529
2965 Barney's Pumps Place Lakeland, FL 33812-4209
Phone (863) 665-8500
Fax (863) 666-3858

DATE: August 19, 2024

WTP-1/REPLACE HIGH SERVICE PUMP-1
WO 0113125 PO# 24-0XXXX

TO: City of Mount Dora

Attn: Daniel Ortiz

FOR
SHIPMENT
TO:

WTP High Service Pump #1
2099 James P Snell Dr
Mount Dora, FL 32757

Delivery
Est 30-34 weeks

Via
Bestway

From
Barney's Pumps

F.O.B.
Barney's Pumps

Terms
Net 30 With Approved Credit

QTY	DESCRIPTION	PRICE
1	NOTE: Impeller Updated to Nickel Aluminum Bronze to handle chlorinated potable water, pump will be NSF61 certified, which will require mechanical seals opposed to packing, and have its internals coated with scotchkote 134 to handle the chlorinated water and meet NSF61 requirements City of Mount Dora WTP - HSP#1 Fairbanks 2823C w/ Base and Motor (NSF61 Certified) COS: 2000gpm @ 150' TDH Fairbanks 6" 2823C horizontal split-case pump with 13.70" impeller. To replace pump S/N 2435430-0. Pump options to include: a. Nickel aluminum bronze impeller b. Dynamic Balancing c. Hydrostatic Test d. Sealing Option: Crane Type 21 Mechanical Seals e. Internal Coating: Scotchkote 134 f. External Coating: Tnemec N140 Delft Blue g. NSF61 Certification for Potable Water Applications Pump to be driving with a 100HP, 1785-RPM. 286T frame, US Motors motor. Pump and motor to be mounted on a rolled sheet base and coupled with a spacer coupling. Price will be held for 90 days Delivery is F.O.B. Barney's Pumps with freight allowed to jobsite. Barney's Pumps standard terms of sale and warranty apply. Start-up, laser alignment, vibration analysis, and training services are included. Taxes, anchor bolts, piping, instrumentation, MCC's, telemetry system, etc. are not included.	\$59,582.00

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. We appreciate the opportunity to serve you and trust that we are favored with your order. This quotation is subject to Barney's Pumps standard terms of sale and warranty.

BARNEY'S PUMPS INC.

Tony Collins

Authorized Signature

Daniel P. Ortiz 08/20/2024



Barney's Pumps Terms of Sale & Warranty

1. This document is fully incorporated in the Credit Agreement (the "Agreement") signed by Customer, and is a binding contract between Barney's Pumps, Inc. ("Barney's Pumps") and the Customer executing the Credit Agreement which shall apply to all purchases by the above referenced Customer or its agents after the date of the Agreement. This document is also fully incorporated into any quote or invoice it is sent with or attached to. **Barney's Pumps expressly conditions its acceptance of any offer or purchase order from Customer on Customer's acceptance of only these Terms of Sale & Warranty expressly provided herein, and Customer agrees that any additional or different terms and conditions that may be attempted or purported to be imposed by the Customer on Barney's Pumps shall not apply to any transaction between Barney's Pumps and the Customer. Customer agrees and acknowledges that Barney's Pumps is unwilling to conduct business at all with Customer except for Customer's agreement to only these Terms of Sale & Warranty contained herein and nothing else unless such additional or different terms are agreed to in a subsequent writing by Barney's Pumps.**
2. Quoted prices do not include any taxes and are valid for thirty (30) days from the date of Barney's Pumps' proposal unless otherwise noted on the proposal. If the proposal is not unconditionally accepted, in writing, within that timeframe, Barney's Pumps may modify pricing.
3. Customer's payment terms are net 30 days from invoice date unless Barney's Pumps states other payment terms in writing signed by Barney's Pumps. The Customer shall pay a finance charge of 18% per annum, or the highest rate permitted by law, whichever is lower, on all delinquent accounts. If it becomes necessary for us to employ an attorney or to bring suit to recover any amount, the Purchaser agrees to pay all of our court costs, legal expenses, and reasonable attorney's fees in connection therewith. These remedies are not in lieu of any other remedies so provided by applicable law. The Customer agrees that any credit extended by Barney's Pumps is for business purposes only, and not for personal, family, or household purposes.
4. Shipping and shop drawing production schedules are estimates based on current market conditions; they are subject to revision. We will not be liable or responsible for any delays caused by late shipment to us, or by any other matters beyond our control (Force Majeure) either in whole or in part. The Customer hereby releases Barney's Pumps for all damages for delays caused, whether in whole or in part, by third parties. Customer agrees that if a third party caused or contributed to any delay, Customer releases Barney's Pumps completely for any damages caused by that delay, including any liquidated damages. Barney's Pumps shall only be liable for liquidated damages if Barney's agrees to such in writing.
5. If requested, shop drawings will be provided for submittal, review and approval to ensure that you, our customer, can be sure that Barney's Pumps has the correct perception of what you require. Any order where shop drawings are provided is contingent upon the approval of those shop drawings that, when approved, shall become the only specifications for the materials, goods, and/or services you wish to purchase. Barney's Pumps cannot and does not warrant, guarantee or represent that materials/goods/services are suitable for any particular purpose nor does Barney's Pumps warrant, guarantee or represent that the materials/goods/services will be or have been approved for use by any other party. The customer is not authorized to rely on any warranty or representation by Barney's Pumps not contained in this document or otherwise provided in writing, and any reliance on anything else shall be deemed unreasonable by the Customer.
6. Purchaser must inspect all materials/goods for damage or shortage at the time of delivery. Claims for non-conforming materials/goods, whether for damage, shortage or otherwise, must be given in writing at the time of delivery to the carrier, and we must be notified in writing of any such claim within five (5) days of the date of delivery. If Customer does not provide written notice of any issue with the materials/goods delivered within five (5) days after the date of delivery, then Customer shall be conclusively deemed to have accepted the materials/goods, and waives any right to complain regarding the quality of the materials/goods and any defects or non-conformance, whether patent or latent. Once the materials and/or goods are accepted, the Customer waives any right to revoke acceptance, whether in whole or in part. These waivers will be enforceable despite any contrary course of performance or course of dealing between the parties hereto. After the five (5) day period mentioned above, materials/goods may not be returned to Barney's Pumps without its written consent and will be subject to a restocking charge plus any freight costs involved.
7. For Specially Manufactured Goods: If Customer orders any goods that must be specially manufactured under specific specifications from the Customer, then the Customer shall not have the ability to cancel any order for such specially manufactured goods once production starts on the goods. Once procurement or production starts on said goods, Customer shall be fully liable for the purchase price of said goods, unless Barney's Pumps agrees otherwise in writing. Customer agrees that any cancellation of production or manufacturing of the specially manufactured goods may result in a cancellation fee to Barney's Pumps, which shall be borne solely by Customer. However, the express warranties below shall still apply to the goods if completed goods are delivered to and accepted by Customer.
8. With respect to materials/goods manufactured by Barney's Pumps, including Unitron Controls® and/or Sci-Text® control panels, we warrant said materials/goods only if the Customer is the original purchaser, and only against

ATTACHMENT #3

defects in workmanship and material, subject to the limitations described below. The warranty period shall be the lesser of one year from startup or eighteen (18) months from date of shipment. It is the original purchaser's responsibility to ensure that the equipment is properly lubricated and that electrical components used in the control panels are free from rust and operate properly prior to start-up. This warranty does not apply to damage resulting from accident, alteration, misuse or abuse. We warrant to the original purchaser that any part which proves to be defective in material or workmanship will be repaired or replaced at no charge with a new or remanufactured part, F.O.B. Lakeland, Florida. The Customer shall assume all responsibility and expense for removal, reinstallation, and freight to and from Lakeland, Florida. Any item designated as manufactured by others shall be covered only by the express warranty of the manufacturer thereof, if any. Parts of products, or accessories, manufactured by third parties are warranted only to the extent of the original manufacturer's express warranty, if any. In order for this express warranty to be valid and enforceable, Customer shall give Barney's Pumps a written notice within the warranty period above and shall give Barney's Pumps a reasonable opportunity to inspect the materials/goods alleged to be defective, as well as the installation and use thereof. If written notice is not received by Barney's Pumps within the warranty period, any warranty is deemed waived.

9. Service, Repair and Maintenance Work: From time to time, Barney's Pumps may perform service, repair and maintenance work for the Customer on materials/goods purchased by the Customer and/or provide training to Customer concerning said materials/goods. For all repair and maintenance work performed by Barney's Pumps at Barney's Pumps facility, Barney's Pumps warrants said repair and maintenance work against defects in material and workmanship only for the ninety (90) days from the date of completion of said repair and maintenance work. For service, repair and maintenance in the field and for training to customers, Barney's Pumps warrants only that said service, repair and maintenance and field training shall be free from defects in materials and workmanship for ninety (90) days following the date of completion of said services. In order for this express warranty to be valid and enforceable, Customer shall give Barney's Pumps a written notice within the warranty period above and shall give Barney's Pumps a reasonable opportunity to inspect the materials/goods repaired as well as the installation and use thereof. If written notice is not received by Barney's Pumps within the warranty period, the warranty shall be waived by Customer.
10. Customer acknowledges and agrees that any UNITRON CONTROLS®, SCI-TEXT®, or other software provided by BARNEY'S PUMPS in connection with any hardware or control panel products is provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the software and Barney's Pumps reserves all right, title, and interest in and to the software and all intellectual property rights arising therefrom. Subject to and conditioned upon Customer's strict compliance with the terms of this Agreement, Barney's Pumps hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable limited scope license to use such software in conjunction and only with the hardware specifically provided by Barney's Pumps. Barney's Pumps reserves all rights in the software not expressly granted herein.
11. All drawings, specifications, designs, plans and other documents (including without limitation those in electronic form) prepared by Barney's Pumps (collectively the "Plans and Specifications") are property of Barney's Pumps. Barney's Pumps is and shall be deemed the author and owner of the Plans and Specifications. Barney's Pumps retains all common law, statutory and other rights thereto, including without limitation all copyrights. Customer hereby assigns to Barney's Pumps any interest Customer has or may have in the Plans and Specifications, and otherwise expressly disclaims and waives any right and/or claim of ownership in and to the Plans and Specifications.
12. **EXCLUSION OF ALL OTHER WARRANTIES: THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ALL OTHER IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY, OR THAT ANY UNITRON CONTROLS®, SCI-TEXT®, OR OTHER SOFTWARE PROVIDED IN CONNECTION WITH A CONTROL PANEL WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, OR SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY PRODUCTS PURCHASED FROM BARNEY'S PUMPS, INCLUDING MATERIALS OR GOODS PRODUCED OR MANUFACTURED BY BARNEY'S PUMPS, OR ANY PARTS INCORPORATED INTO ANY BARNEY'S PUMPS PRODUCT. THE MATERIALS/GOODS SOLD BY BARNEY'S PUMPS TO THE CUSTOMER ARE SOLD AND DELIVERED "AS IS" AND "WITH ALL FAULTS."**
13. UNDER NO CIRCUMSTANCES SHALL BARNEY'S PUMPS BE LIABLE TO THE CUSTOMER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE AND HOWEVER OCCASIONED, WHETHER ALLEGED AS A RESULT OF BREACH OF WARRANTY OR CONTRACT BY BARNEY'S PUMPS, AS A RESULT OF THE NEGLIGENCE OF BARNEY'S PUMPS, OR OTHERWISE. BARNEY'S PUMPS AND THE CUSTOMER AGREE THAT THE SOLE AND EXCLUSIVE REMEDY AGAINST BARNEY'S PUMPS REGARDING GOODS AND/OR MATERIALS PROVIDED BY OR DELIVERED BY BARNEY'S PUMPS SHALL BE FOR THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART PURSUANT TO THE EXPRESS WARRANTY PROVISIONS HEREIN.

ATTACHMENT #3

14. This Agreement constitutes the entire agreement between the Customer and Barney's Pumps. This Agreement takes precedence and shall be controlling over any conflicting provision in all other writings, whether agreed upon by the Customer and/or Barney's Pumps, or otherwise, including any purchase order from Customer. Furthermore, Customer agrees that any indemnification or hold harmless provision in any document provided to Barney's Pumps by the Customer is not accepted by Barney's Pumps unless Barney's Pump's consents in writing to said provision(s). THE CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING ON BARNEY'S PUMPS, AND ANY RELIANCE BY THE CUSTOMER ON ANYTHING OTHER THAN THE WRITING CONTAINED HEREIN IS UNREASONABLE.
15. If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable under present or future laws, such provision shall be fully severable, the same as if such invalid or unenforceable provision had never comprised part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
16. The fact that Barney's Pumps may have initially drafted or structured this Agreement shall not be considered in construing any particular provision herein either in favor of or against Barney's Pumps or the Customer.
17. As to each person signing and/or accepting this Agreement on behalf of a corporation or other entity, each such person represents and warrants that he or she is competent and authorized to enter into this Agreement.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida only, regardless of any principles of conflicts of laws. Exclusive venue and jurisdiction for any claims, causes of action or disputes between the Customer and Barney's Pumps shall be vested in the appropriate state court in Polk County, Florida.
19. **THE CUSTOMER AND BARNEY'S PUMPS HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY DISPUTE ARISING BETWEEN THEM.**



CITY OF MOUNT DORA

Whitney M. Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
Fax: 352-735-1406
E-mail: donovanw@mountdora.gov

To: All Interested Vendors

Re: NOTICE OF INTENT TO AWARD A SINGLE SOURCE PROCUREMENT

Single Source No. : RSS# 24-PW-015

Date Posted: Tuesday June 19, 2024 4:00 PM

Written Response Due By: Tuesday, July 2, 2024 at 4:00 PM

SUBMIT RESPONSES TO:

Name: Whitney Donovan

Email Address: donovanw@mountdora.gov

Subject Line Identifier: RSS #24-PW-015 Purchase of WTP #1 HSP Pump Replacement

Subject: Purchase of WTP #1 HSP Pump Replacement

The City of Mount Dora intends to award a procurement as a Single Source Procurement in accordance with its Purchasing Policy Manual, Section 3.4-1(G). Any responses received in reference to this Notice will be for the sole purpose of determining whether a competitive procurement is in the best interest of the City. **This is not a solicitation, and there is not a solicitation available.**

A Single Source Procurement is a purchase that is directed to one (1) source because of standardization, warranty, or other factors, which for justifiable reasons, is found to be most advantageous for the City, even though other competitive sources may be available. **A Single Source Procurement is a non-competitive procurement method.**

All are encouraged to notify the Purchasing Manager, stating their company/agency name, address, contact name, contact email, and a statement regarding their ability to provide the requested goods or services. All responses must be in writing, via email, to the Purchasing Manager specified, by the "Response Due By" date and time listed above. If applicable, Distributors and re-sellers are highly encouraged to include a statement from the manufacturer stating they are authorized to sell or rent the desired commodity.

The determination not to compete this proposed action based on the responses to this Notice is solely within the discretion of the City Manager for purchase amounts of \$50,000.00 or less, and at the discretion of the City of Mount Dora City Council for purchase amounts exceeding \$50,000.00.



CITY OF MOUNT DORA

Whitney M. Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
Fax: 352-735-1406
E-mail: donovanw@mountdora.gov

Procurement details:

Estimated Spend or Value: \$59,582.00
Term (Years): One Time Purchase
Vendor: Barney's Pumps Inc.

Brief Description: The City intends to purchase this pump and service.

Justification: Fairbanks Nijhuis pumps (formally Fairbanks Morse) are the manufacturer of the current equipment utilized in our water treatment plants. Barney's Pumps, Inc. is the sole distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River). Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide warranty and non-warranty service and repair for our products. We wish to maintain our warranty and therefore have the work completed by Barney's Pumps Inc.

Remainder of page left blank intentionally.



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Authorization for the Mayor to Execute a Statutory Warranty Deed on Behalf of the City of Mount Dora for Portion of Limit Avenue

Introduction:

This is a request for City Council to authorize the Mayor to execute a Statutory Warranty Deed on behalf of the City of Mount Dora for a Portion of Limit Avenue.

Discussion:

Limit Avenue roadway from Donnelly Street to U.S. Hwy. 441 is under Lake County jurisdiction for access management. As a requirement for the access drive (ingress/egress) permit issued by Lake County for the new Public Works Facility, a portion (15 feet by 545 feet) is required to be deeded to Lake County for the Limit Avenue right-of-way. This is a normal procedure for all landowners along Limit Avenue. The additional roadway dedication to the County is a condition of the access permit and completes this requirement.

On June 18, 2024, Council approved a Quit Claim deed for this portion of Limit Ave. However, Lake County informed the City they required a Statutory Warranty Deed instead of a Quit Claim deed for this same property. Therefore, the quit claim deed is voided, and we are requesting the mayor to execute this Statutory Warranty Deed.

This action does not contemplate any ownership transfers from County to City. As those aspects could be future discussions.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the deed.

Strategic Impact:

Objective 1.3. Attract new commercial businesses/residential development
Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council to approve the Statutory Warranty Deed for frontage roadway from the City to Lake County and authorize the Mayor to execute the deed and easement documents on behalf of the City.

Attachment(s):

1. Limit Avenue Statutory Warranty Deed (003)
2. EXHIBIT A Sketch of Description and Legal Description

Prepared by: Steve Langley, Electric Utility Director
Reviewed by: Steve Langley, Electric Utility Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 9/4/2024
Approved - 9/10/2024
Approved - 9/10/2024
Final Approval - 9/10/2024

20-19-27-0003-000-01100; 06200
Limit Avenue (#4577)
Mount Dora Public Works Facility - DR

This instrument prepared by:
Cary M. Melvin, PSM
P.O. Box 7800, Tavares, FL 32778

Return to:
Lake County Public Works Dept. - R/W
P.O. Box 7800, Tavares, FL 32778

STATUTORY WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2024, between CITY OF MOUNT DORA, a Florida municipal corporation, whose address is 510 North Baker Street, Mount Dora, Florida 32757, hereinafter referred to as "Grantor," and LAKE COUNTY, a political subdivision of the State of Florida, P.O. Box 7800, Tavares, Florida 32778-7800, hereinafter referred to as "Grantee".

WITNESSETH, that Grantor, for and in consideration, of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, has granted, bargained, sold, and conveyed to Lake County, its successors and assigns, the following described land, situate, lying, and being in Lake County, Florida:

**AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN.**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

**[SIGNATURES ON FOLLWING PAGE;
REST OF THIS PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Grantor has executed this instrument in the manner provided by law, on the day and year first above written, Signed, Sealed, and Delivered in our presence as witnesses:

Grantor: **City of Mount Dora, a Florida municipal corporation**

Signed sealed and delivered in the Presence of:

By: _____
Crissy Stile, Mayor

Witness #1 Signature

Witness #1 Name Printed

ATTEST:

Witness #1 Address Line 1

Jeanann Hand, City Clerk

Witness # 1 Address Line 2

Witness #2 Signature

Witness #2 Name Printed

Witness #2 Address Line 1

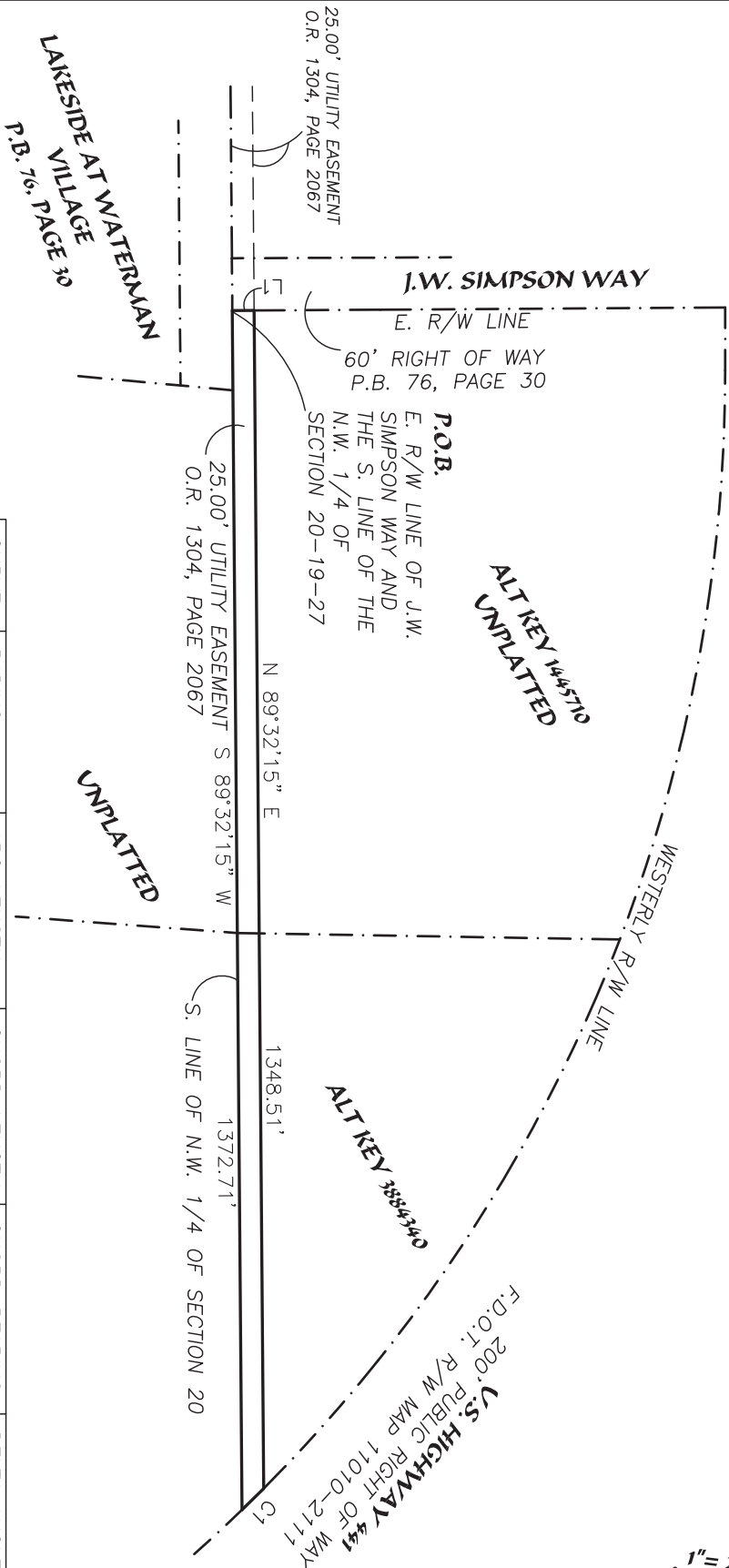
Witness # 2 Address Line 2

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2024, by Crissy Stile as Mayor of the City of Mount Dora, Florida.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1810.08'	34.80'	34.80'	S 44°32'17" E	1°06'05"

LINE	BEARING	DISTANCE
L1	N 00°21'47" W	25.00'

SURVEYOR'S NOTES:

- 1) THIS IS NOT A BOUNDARY SURVEY. THIS IS A LEGAL AND SKETCH ONLY.
- 2) BEARINGS DEPICTED HEREON ARE BASED UPON THE WEST LINE OF LOT 2 OF SANDY RIDGE VILLAGE, AS BEING N 00°14'59" W, PER FLORIDA STATE PLANE COORDINATE SYSTEM, ZONE EAST. STATE PLANE COORDINATES BASED UPON CONTROL POINTS "11 91 GPS 5" AND "11 91 GPS 6", NORTH AMERICAN DATUM (N.A.D. 83), ZONE EAST.
- 3) THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

[Signature]

Alex B. Thompson Jr., P.L.S.
State of Florida No. 5318
Registered Land Surveyor and Mapper

Date Signed: 7-24-24



Digitally signed by
Alex B Thompson Jr.
Date: 2024.07.24 14:53:51 -04'00'

LEGEND

PG. = PAGE
P.B. = PLAT BOOK
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

PAGE 2 OF 2
LEGAL/SKETCH ONLY
-THIS IS NOT A BOUNDARY SURVEY-

SCALE: 1" = 200'
DRAWN BY: ABT
DWG. No.2308-100-44
PROJ. No.2308-100-44

MOUNT DORA GROVES
EASEMENT VACATION

EXTREME SURVEYING OF FLORIDA, INC.
LB No. 7425
29340 RHODIN PLACE
WESLEY CHAPEL, FLORIDA 33545
PH. (813) 973-2092
EMail: alex@extreme-surveying.com
PROFESSIONAL SURVEYING AND MAPPING SERVICES





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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Approval of Meeting Minutes:

- August 6, 2024 City Council Regular Session Minutes
- August 20, 2024 City Council Regular Session Minutes

Introduction:

This is a request for Council to approve meeting minutes.

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Council approve meeting minutes.

Attachment(s):

1. 08.06.2024 City Council Regular Session Minutes_DRAFT
2. 08.20.2024 City Council Regular Session Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 9/9/2024



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

CALL TO ORDER

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

MOMENT OF SILENCE AND 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. Library Campus Update

Library Director Cathy Lunday presented information about her department's projects. Ms. Lunday's presentation is attached to the minutes as Exhibit A.

2. Mount Dora Fun Fact

Mayor Stile shared information about the Mount Dora Police Department Traffic Unit's recent accomplishments, which included 292 stops, 170 city citations, 34 arrests, and eight physical arrests.

PUBLIC COMMENT

Mayor Stile opened public comment.

Dr. Jim McDowell, 3200 N A1A, Hutchinson Island, spoke about a film project he would like to film in Mount Dora.

Michel Middleton, 112 East Fifth Avenue, invited Councilmembers to a teacher appreciation breakfast Friday at the high school. Ms. Middleton also spoke about the successful efforts of City employees to retrieve her purse from a locked vehicle.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

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

CONSENT AGENDA

1. ~~Request Approval of Task Authorization with Bentley Architects and Engineers, Inc. for Design of Sidewalk Extension and Intersection Improvements on West 11th Avenue and Heim Road~~ ****This item was moved to become Action Item Two***
2. Request Approval of Amendment 5 to the Lease Agreement between Nickmax Properties, LLC and the City of Mount Dora for the Robie Street Property
3. Request Approval of Combined Voluntary and Operational Assistance Mutual Aid Agreement
4. Request Approval of Sponsorship Agreement with Brightline Trains Florida, LLC for Advertising Services
5. Request Approval of Third Amendment to Interlocal Agreement Between Lake County, Florida with the City of Mount Dora for Library Services
6. Request Approval to Apply for the Florida Recreational Development Assistance Program Grant (FRDAP)
7. Approval of Meeting Minutes:
 - July 2, 2024 Northeast CRA Board Minutes
 - July 2, 2024 CRA Board Minutes
 - July 8, 2024 City Council Budget Workshop Minutes
 - July 16, 2024 City Council Regular Session Minutes
 - July 16, 2024 CRA Board Minutes
 - July 22, 2024 City Council Budget Workshop Minutes

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA WITH CONSENT AGENDA ITEM ONE MOVED TO BECOME ACTION ITEM TWO; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Approval of Task Authorizations with Faden Builders, Inc. and Halff Associates, Inc. for the Donnelly Park Renovations

Mr. Sandersfeld informed Council about the purpose of the item. Parks and Recreation Director Troy Shonk spoke to Council about the project, describing the three Faden scopes and single Halff scope to convert tennis courts to pickleball courts and address other needs at the park, including accessibility. All courts will remain lighted using the existing lighting. All six courts will be converted. The courts will be protected when the area's use is temporarily adjusted to accommodate special events. Hillside erosion and drainage will be addressed in engineering and design as this project moves forward. There may be hardscaping, seating and/or tiers. Mr. Shonk spoke about how the

upcoming work at the park will coordinate with the newly-renovated features by the stairs. With approval tonight, the project will start in mid-October. No parking will be lost during the project. Faden will come back with as-builts after the tennis-to-pickleball court conversion.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE TASK AUTHORIZATIONS WITH FADEN BUILDERS, INC. AND HALFF ASSOCIATES, INC. FOR THE DONNELLY PARK RENOVATIONS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

2. Request Approval of Task Authorization with Bentley Architects and Engineers, Inc. for Design of Sidewalk Extension and Intersection Improvements on West 11th Avenue and Heim Road

Mr. Sandersfeld explained the purpose of this item. The intersection involved in this item is highly active and a petition for this project had been presented to Council. Alternative methods for traffic-calming have not been entirely effective. The presented project is based on budgeted numbers. After Bentley studies the area, the City will receive a more definitive phasing schedule. The engineering must be done in order to know an accurate cost.

Mayor Stile had suggested that this item be moved to Action Items because there are times the City agrees to move a project forward after feeling commitment to the project because of the funds already spent on engineering. Mayor Stile pointed out there are other parts of the City that also voice concerns about traffic calming.

Vice-mayor Crail suggested it may be possible for the City have the engineering done now and then delay the construction.

Councilmember Rolfson mentioned the safety concerns with the intersections named in this item. He requested comment from Public Works Director George Marek or Police Chief Michael Gibson.

Mr. Marek explained the project is actually two projects combined into one. The

sidewalk will start around Overlook and run up the hill on the north side of 11th and Heim. Traffic calming is more directly related to Lakeshore Drive. The traffic calming would involve two stop signs and a severe curve to the road, re-engineering the geometry of the road to encourage drivers to drive more slowly.

Council discussed with Mr. Marek the specific areas in need of traffic-calming. Mr. Marek answered questions regarding the City's decisions to focus on certain areas, and the methods of traffic-calming chosen. The turning of Lakeshore up to a 4-way stop at Sylvan will help control traffic and driver behavior.

Councilmember Dawson shared his observation that the area currently being discussed is one of the busiest traffic areas in the City, with conditions worsening every year. The area is frequently used as a shortcut and the areas feeding the route will be growing.

Mr. Marek suggested the City pursue grant funds for this purpose.

Chief Gibson spoke to Council about the City's traffic unit being created because of the area currently being discussed by Council.

Councilmember Walker requested the Exhibit A map be shown on the monitors in the Council Chamber. The map is attached to the minutes as Exhibit B. Discussion ensued regarding alternative plans for achieving the City's desired result. Council would like the engineers to provide alternative plans. Councilmember Walker asked whether the current design was done by engineers. Mr. Marek stated that he designed it. There had been a stop sign there, but the sign was ignored. Mr. Marek spoke about driver behavior at the "Stop-sign ahead" sign.

Mr. Marek spoke of the danger of the intersection. Mayor Stile asked for the engineer to provide a proposal with revised scope. Council considered alternatives approaches

Councilmember Bryant spoke in favor of taking a closer look at the traffic-calming plans and having Councilmembers individually follow up with Mr. Marek. He would like more information about what knowledge has been gleaned from neighborhood input. Councilmember Dawson reminded Council about the petition for this project with over 100 signatures.

Council discussed taking additional time to study this and related projects, weighing the advantages and disadvantages of postponing it. They recognized that this project is a need, but that there are other areas in the City where traffic-calming measures are also being requested.

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

Vice-mayor Crail requested Mr. Marek and Councilmembers take one-by-one field trips to the area in question. Councilmember Dawson named recommended times when the traffic is most noticeable. Council agreed this endeavor would be beneficial.

City staff will ask the engineer to revise the scope, and consider the City's options. Council asked for more information on neighborhood input. Council discussed the timeline for the validity of an engineering report if work does not begin immediately.

MOTION BY COUNCILMEMBER ROLFSON TO DEFER THIS ENGINEERING ISSUE REGARDING 11TH AND HEIM AS SET OUT IN THE AGENDA FOR UP TO ONE MONTH AND REQUEST FULL ENGINEERING ANALYSIS TO CONSIDER ALL POSSIBLE ALTERNATIVES; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Approval of Final Reading of Ordinance No. 2024-19, 2024 Charter Referendum

Mr. Brackins read Ordinance No. 2024-19 by title only.

ORDINANCE NO. 2024-19

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, SUBMITTING TO THE ELECTORS OF MOUNT DORA PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF MOUNT DORA; PROVIDING BALLOT TITLES, SUMMARIES AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.

Mr. Brackins told Council that their firm has a certified vendor at ready to translate the ballot items and promptly provide the English and Spanish items to the Lake County Supervisor of Elections. He spoke about the guidelines for public education about the ballot items.

Council discussed the filling of vacancies and calculation of terms and term limits when an appointed official serves a partial term. Mr. Brackins spoke of the committee's intent to avoid the expense of special election.

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

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE FINAL READING AND ADOPT ORDINANCE NO. 2024-19, CHARTER REFERENDUM; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

CITY MANAGER'S REPORT

Mr. Sandersfeld introduced the City's new Utility Director, Andrew Marzian. Mr. Marzian spoke briefly to Council about his background.

Mr. Sandersfeld and Mr. Marzian explained the purpose of the position, which is not a new position, but had been filled in the past.

Mr. Sandersfeld spoke about the evaluation dates set forth in his employment agreement. Council agreed to move forward with the September evaluation as described in the agreement.

A lobbyist update was included in the agenda packet.

CITY ATTORNEY'S REPORT

Mr. Brackins informed Council about an action had been brought against the City from parties seeking a declaratory judgment related to the AMCO development. The City has responded with motions to dismiss and motions to strike.

COMMUNICATIONS AND REPORTS

Councilmember Rolfson expressed gratitude to police, fire and utility departments for their work during the storm event. He thanked Mr. Sandersfeld and Ms. Lunday for the Library report earlier in the meeting.

Councilmember Dawson spoke about the prompt cleanup after the storm and about attending the upcoming Florida League of Cities conference.

Councilmember Walker spoke favorably about the storm matters and thanked the City for working on a solution to the issue on Pine. He acknowledged the Lake County Sheriff's Office (LCSO) and their recent loss.

Councilmember Bryant asked about scheduling the one-on-ones with Mr. Marek for the

traffic calming project. He mentioned the positive image associated with the City, as referenced by Dr. McDowell earlier, and shared information about the City's name.

Mayor Stile acknowledged the LCSO loss and spoke about the Mount Dora High School stadium renovation and a Verizon grant opportunity on social media.

ADJOURNMENT

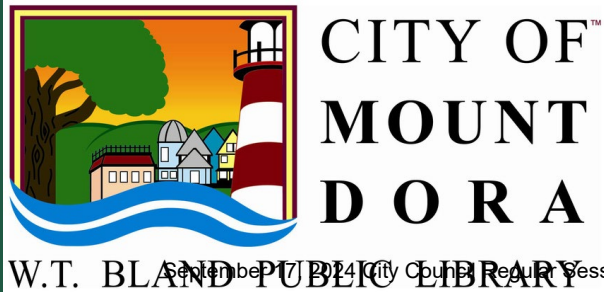
MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 7:28 p.m.

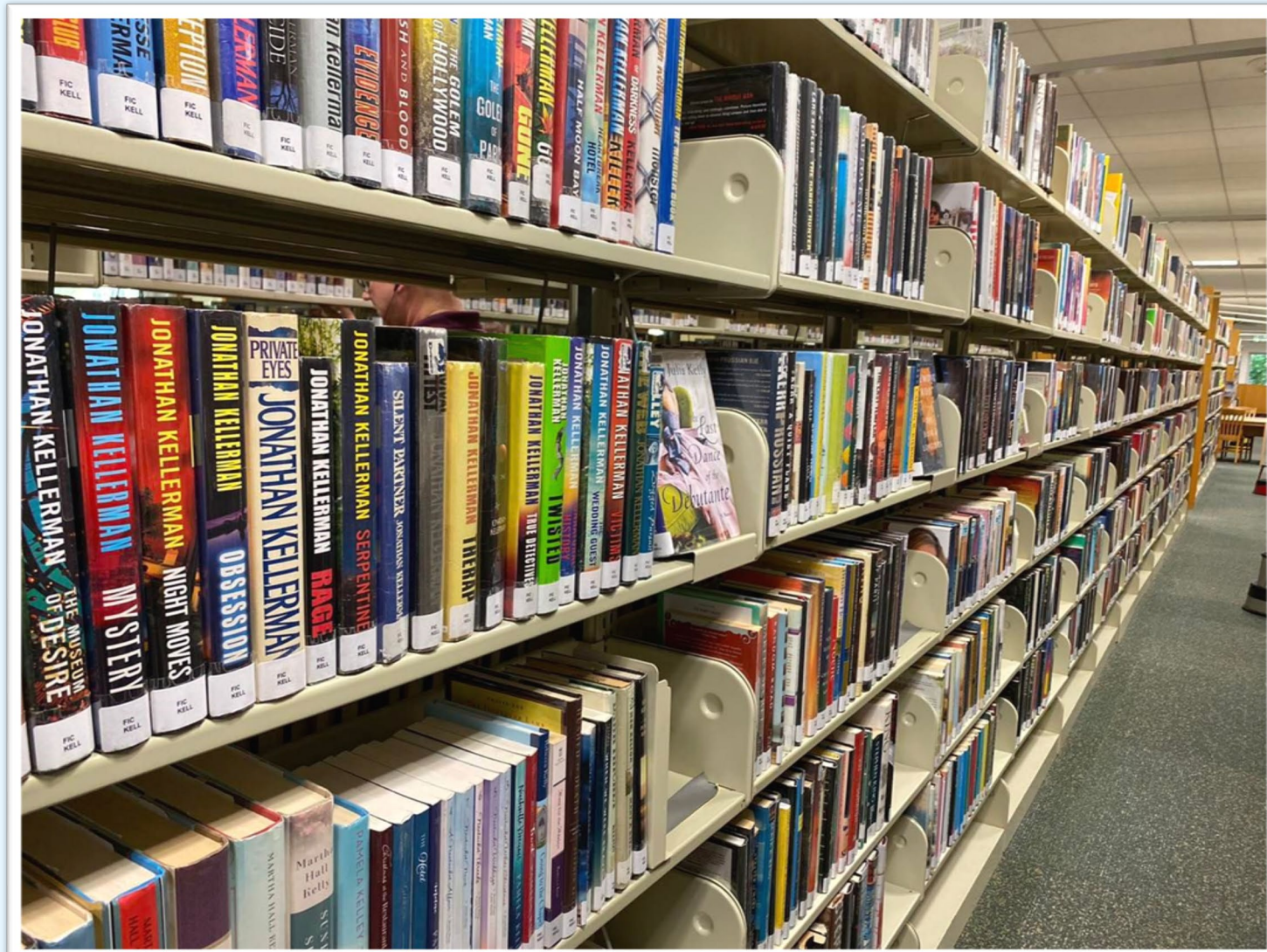
CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

Library Campus Update







80,000 physical items

Monthly ...

500 new items added

3,000 attending programs

16,000 visitors

20,000 checkouts



It's **STORY TIME** at your library!

MONDAY
10:30 AM Bibliobop

TUESDAY
10:30 AM Story Birds

WEDNESDAY
10:30 AM Toddler Time

THURSDAY
10:30 AM Preschool Story Time & Stay and Play

FRIDAY
10:30 AM Sweet Peas Baby Story Time

CITY OF MOUNT DORA
W.T. Bland Public Library
(352) 735-7180 (option 5)
1995 N. Donnelly St. Mount Dora, FL 32757
library@cityofmoundora.com
Page 219 of 816

Lifelong learning ~ Access to information

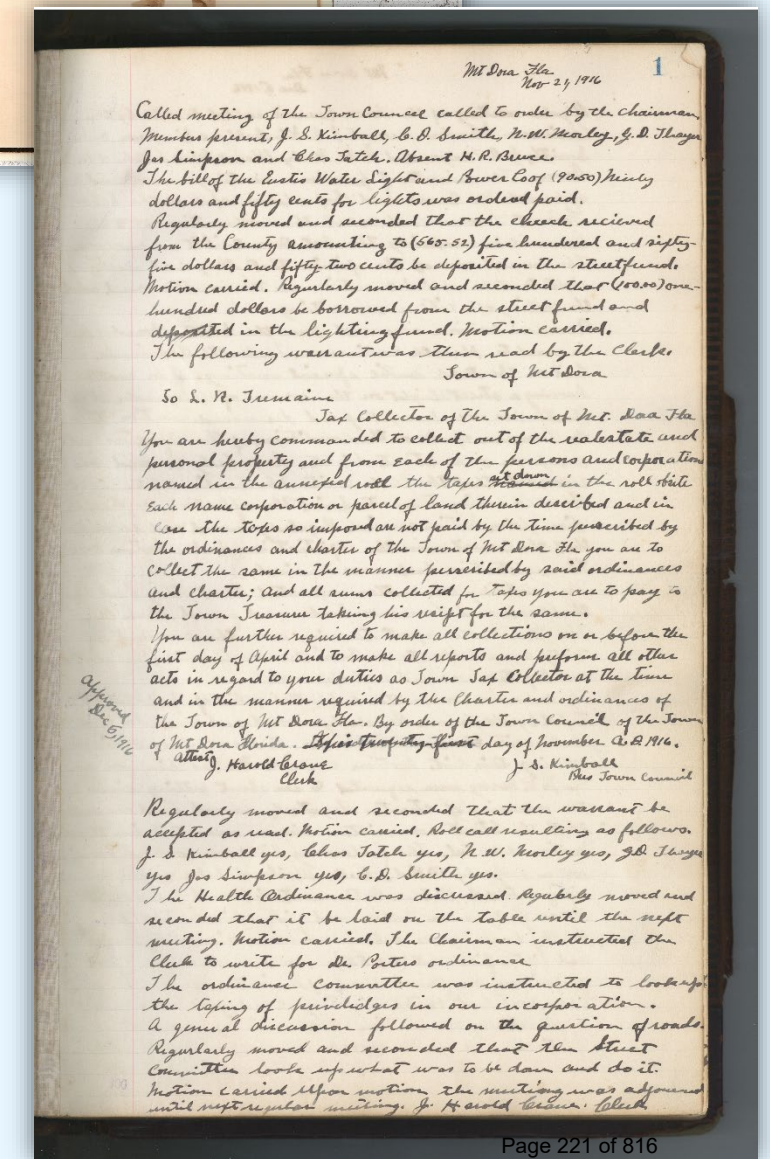
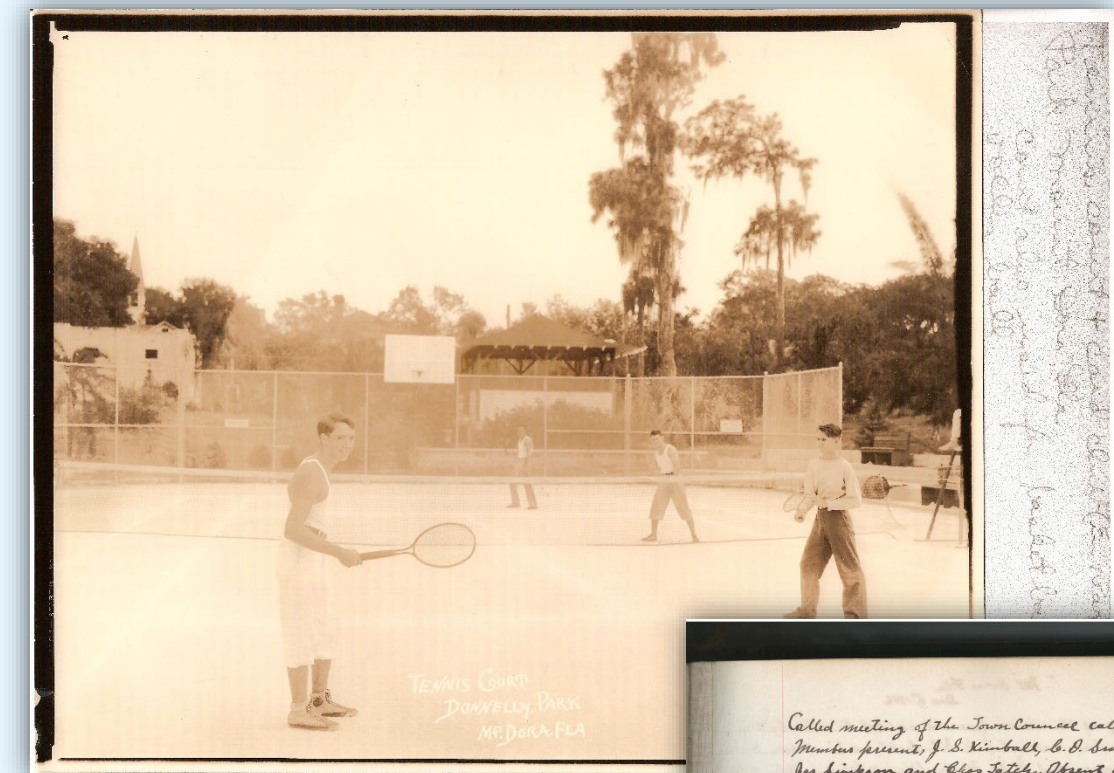
2022-23 Circulation		
	Circulation	% Total
Clermont	372,089	23%
Mount Dora	279,060	18%
Leesburg	234,456	15%
Lady Lake	147,422	9%
Tavares	97,959	6%
Eustis	79,482	5%
LCLS	1,593,429	76%

	2022-23 FTE
Leesburg	25.4
Mount Dora	14.4
Eustis	12.9
Lady Lake	10.0
Tavares	7.0
Umatilla	7.0

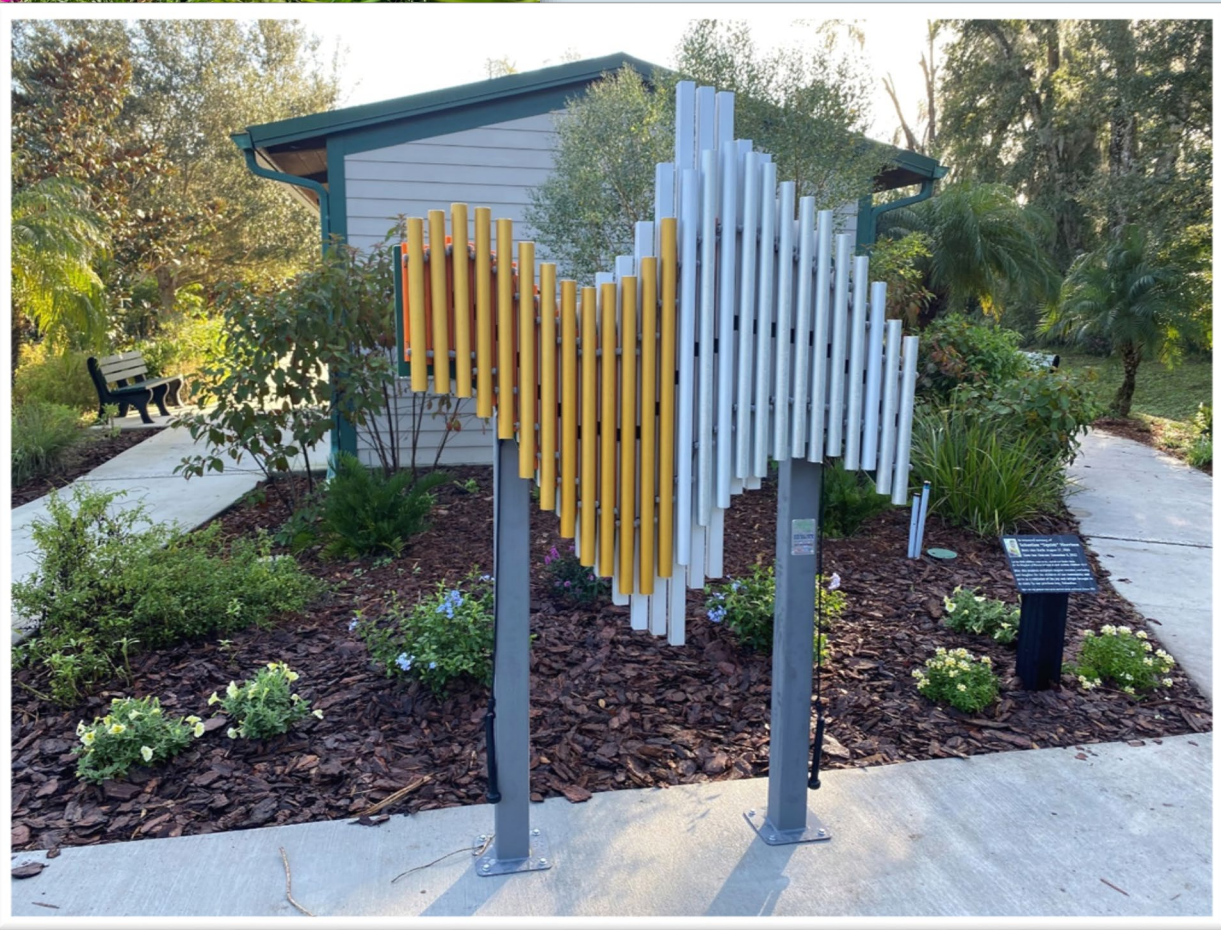
	2022-23 Circulation	2022-23 FTE	Annual Circ per Employee	Other Libraries
PRODUCTIVITY				
Mount Dora	279,060	14.4	19,379	6,000 - 15,000

	2022-23 Circulation	2022-23 Operating Costs	Cost Per Item Circulated	Other Libraries
OPERATING COSTS				
Mount Dora	279,060	910,128	\$ 3.26	\$6.00 - \$12.00

Mount Dora Archives



Nunan Butterfly Garden



Forest Preserve



Spicetush Swallowtail
Papilio troilus

FLORIDA SANDHILL ECOSYSTEM

High Pines on Dry, Rolling Hills

Zebra Longwing
Heliconius charithonia

LONGLEAF PINE

Longleaf pine forests dominated most of upland areas (sandhills and flatwoods) in north and central Florida 200 years ago.

These stately pines reach up to 125 feet in height and thrive on the sandy and well-drained soils of the southeastern United States. Growing slowly for 5-7 years, they look almost grass-like with a mound of long weeping needles as the plant develops a strong and deep root system before shooting up to its adult form.

When frequent fire is removed from the longleaf pine forest, vegetative succession will eliminate the longleaf, and a hardwood hammock will be created. This transition was underway when Forest Preserve was established in 2024.

Longleaf Pine
Pinus palustris

WILDLIFE DIVERSITY

Sandhills provide important habitat for many wildlife species. The combination of pines and diverse grasses provide nesting and foraging habitat for large and small mammals, birds, reptiles and amphibians.

Bobcat
Lynx rufus

Red-cockaded Woodpecker
Leucospiza borealis

Red-shouldered Hawk
Buteo lineatus

Barred Owl
Syrinx varia

Eastern Indigo Snake
Dryocrepis carolinensis

Raccoon
Procyon lotor

Eastern Diamondback Rattlesnake
Crotalus adamanteus

Cottontail Rabbit
Sylvilagus floridanus

FIRE PLAYS AN IMPORTANT ROLE IN THE FOREST

Naturally occurring fires keep the forest open and attract wildlife. Tender shoots from resprouting plants, and fruit production stimulated by fire, provide food sources for large and small herbivores. Predators are also attracted by the abundance of prey. When fire is suppressed for long periods of time, oaks, palmettos and nuisance and invasive species crowd out the pines, habitat conditions change and the diversity and abundance of wildlife eventually declines.

Pileated Woodpecker
Dryocopus pileatus

At 17" this is one of the largest and most striking forest birds on the continent. It is the same size as a crow.

Pileated woodpeckers drill distinctive rectangular-shaped holes in rotten wood to get at carpenter ants and other insects. The neat holes these birds make offer beneficial shelter to many species including scorpions, snakes, bats and squirrels.

Saw Palmetto
Serenoa repens

Beautyberry
Callicarpa americana

Turkey Oak
Quercus laevis

Pineland Butterfly Pea
Crotalaria retusa

CITY OF MOUNT DORA
W.T. BLAND PUBLIC LIBRARY

WELCOME TO MOUNT DORA'S Forest Preserve

--- Sidewalk to Forest Preserve

--- Dirt Trail (1 Mile)

--- Boardwalk Trail (400 Feet)

--- Maintenance Trail

Stairs to Dirt Trail

Storybook Walk Signs

Trail Kiosk

Library Public Restrooms

Handicapped Parking

Steep Elevation Change

YOU ARE HERE

North Entry

South Entry

Boardwalk Trail

Stairs

Bench

Square Pavilion

Octagon Pavilion

Parking

Library

Nunan Butterfly Garden

Garden Kaleidoscope

Fountain

Swirl Musical Sculpture

Pavilion

Live Oak Stand

Longleaf Pine Stand

Suzanne Drive

W 20th Avenue

Lake

0' 150' 300' 600'

No bicycles, dirt trail bikes, skateboards, hoverboards or other mechanized conveyances allowed, other than accessibility-related equipment. No music, speakers or broadcast sounds.

CITY OF MOUNT DORA
W.T. BLAND PUBLIC LIBRARY

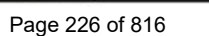
W.T. Bland Public Library
1995 N. Donnelly Street
Mount Dora, FL 32757
(352) 735-7180 (Option 5)
Library@CityofMountDora.com

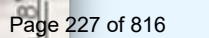


Simpson Farmhouse

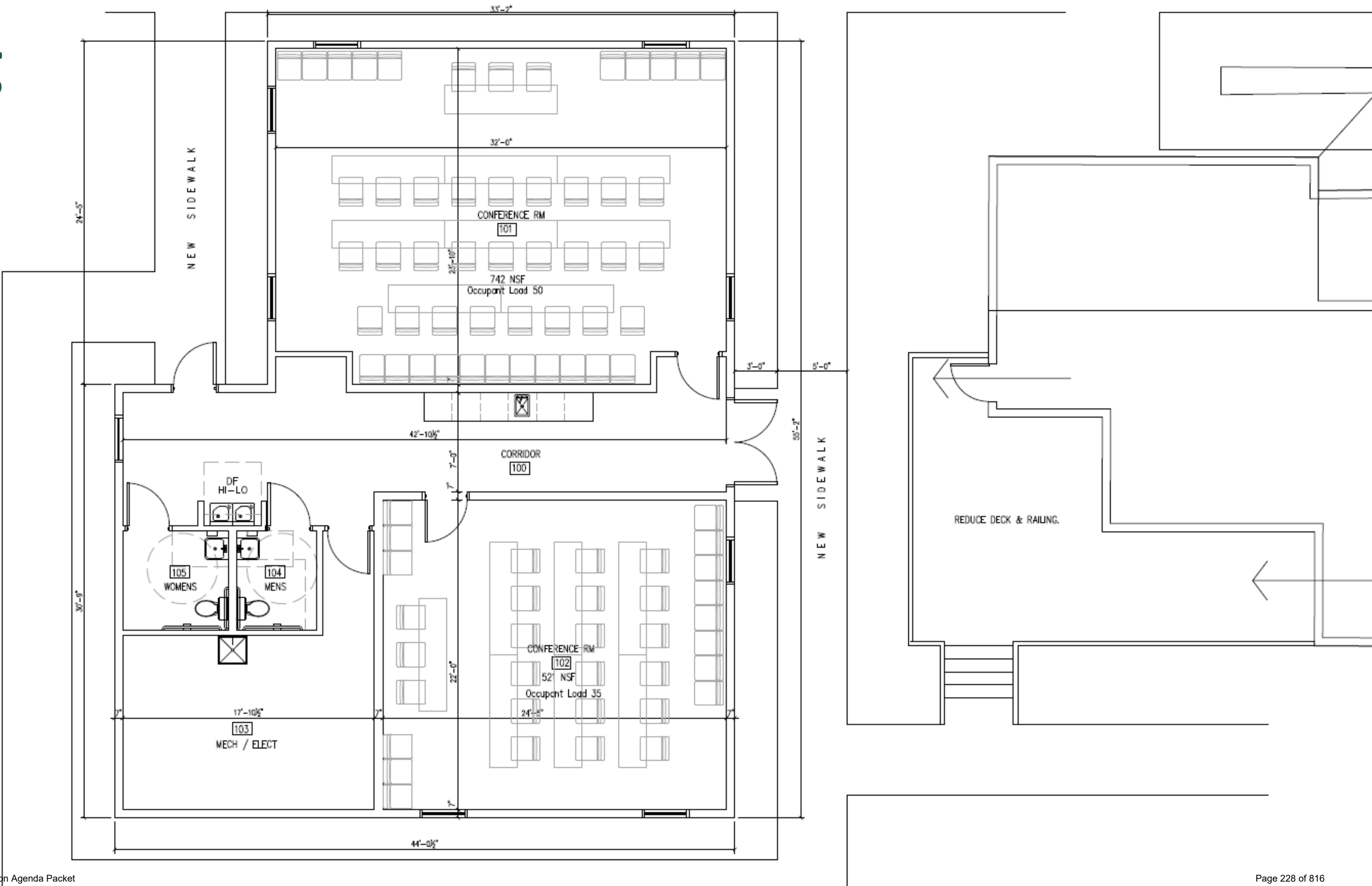


W.T. Bland Public Library

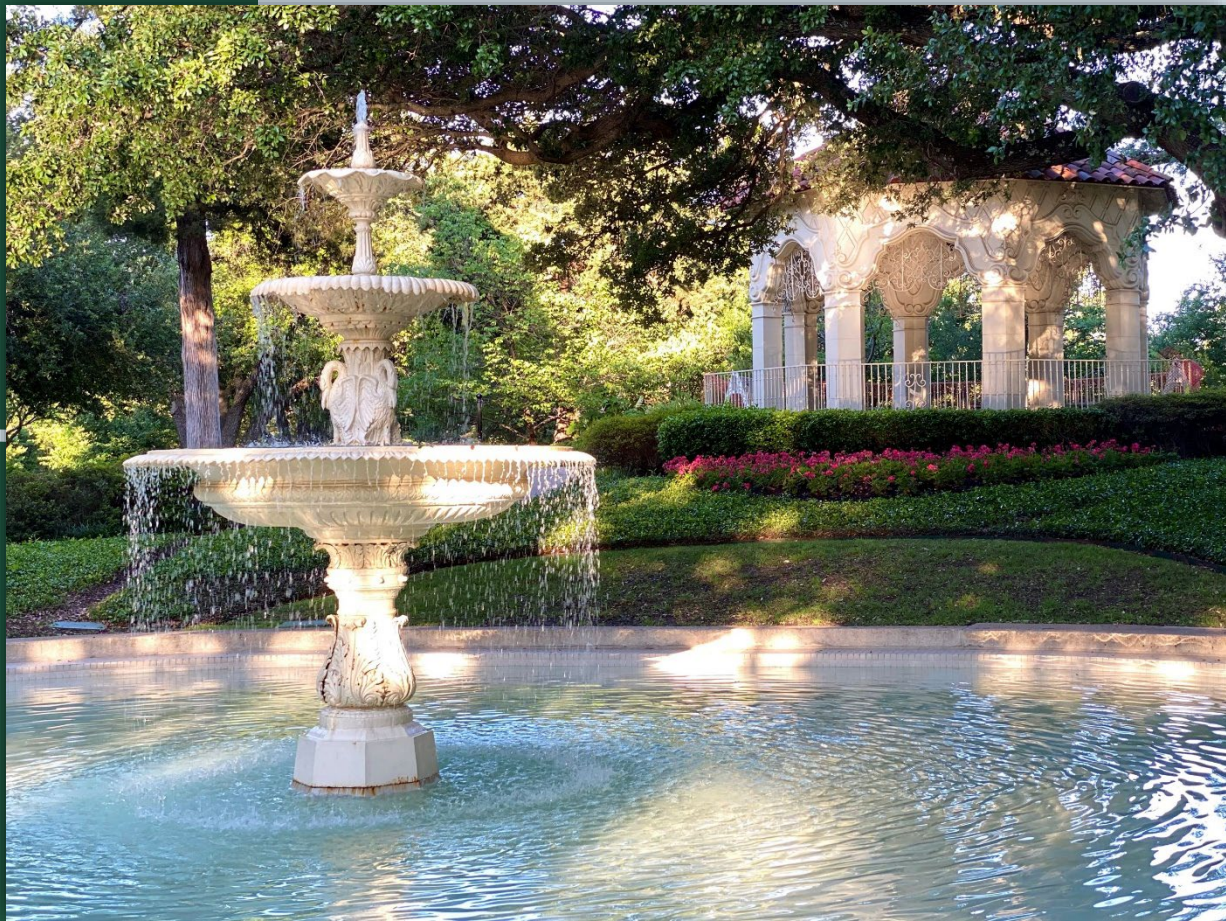




Meeting Center



Terrace & Greenway



Library Campus Update

Questions?



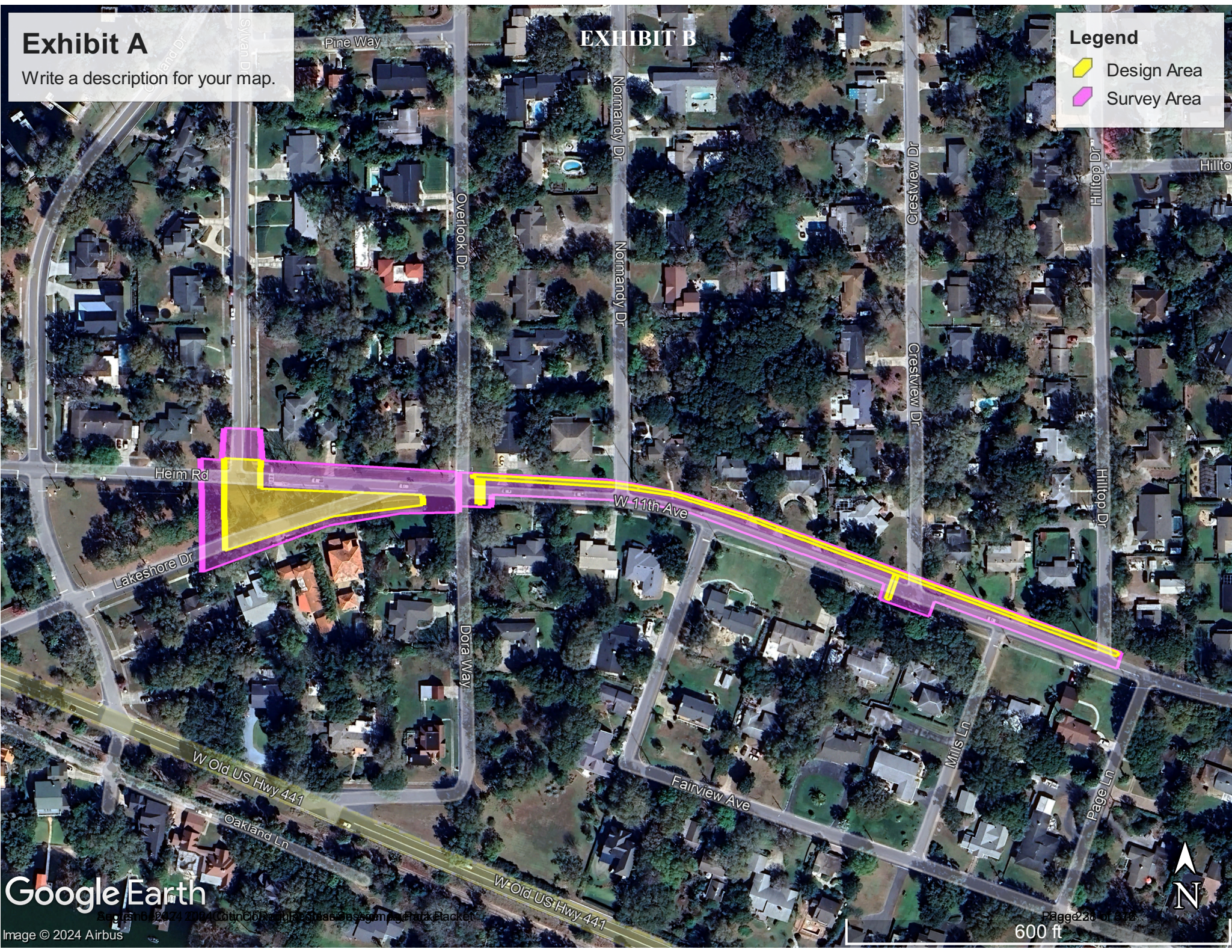
Exhibit A

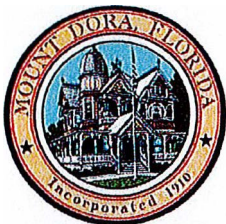
Write a description for your map.

EXHIBIT B

Legend

- Design Area
- Survey Area





**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
August 20, 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., Vice-mayor Marc Crail called to order the Regular Session of Mount Dora City Council in the City Hall Council Chamber.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members Present

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

Members Not Present

Crissy Stile, Mayor

PRESENTATIONS

1. Mount Dora Fun Fact

Vice-mayor Crail shared information about the Dora Canal and its role in cinema history including its use as a b-roll location for the famous film African Queen.

2. School Zone Speed Cameras

Mount Dora Police Chief Michael Gibson presented information about the School Zone Speed Camera Program. Chief Gibson's PowerPoint presentation is included with these minutes as Exhibit A. Chief Gibson requested the Council's approval to move forward with this program. The first step, after approval, would be an ordinance establishing the program.

Councilmember Rolfson spoke in support of the program. He mentioned seeing it at the recent Florida League of Cities Conference and.

Councilmember Walker asked about the timeframe for the study. He asked whether the program is revenue-driven. Chief Gibson explained it is not. His aim is 100% reduction in speeding. The system is 100% accurate. The police department may exercise discretion regarding citations progressing to become Uniform Traffic Citations. Eustis and Leesburg are using the program, although Leesburg is still in the process of its initial implementation.

Chief Gibson told Council the police department would like to have the program in place when students return to school after Christmas break. Council would like to see reports illustrating the results of using this program. The goal is behavior change.

Citations will be issued by the City of Mount Dora and City personnel will review the camera footage.

Council and staff discussed what conditions might qualify for waiving a citation fee.

All present Councilmembers expressed a consensus in favor of permitting the City to move forward with this program.

3. City Insurance Program

Budget Officer Matthew Dodson introduced Brown & Brown representatives Matt Hall and Scott Hindman and actuary Jay Miniati, who presented information about the City's insurance program, including cost and conditions affecting cost.

Councilmember Rolfson asked the presenters to work with the City to consider alternative changes that may not require as much from the insured.

Council expressed a consensus in favor of researching additional options for employees and their families in the face of rate increases, and that there should be some proposals brought back to Council so that the City can work on solutions.

PUBLIC COMMENT

Vice-mayor Crail opened public comment.

Jim Gunderson, 100 North Alexander Street, suggested the City reevaluate how it promotes itself as a destination.

Councilmember Rolfson mentioned instances of hearing about the Lakeside Inn when he was at the Florida league of Cities conference in south Florida last week.

Jennifer Leroy, 3236 Bethpage Loop, spoke about the need for a shelter at the medium-sized dog park. She explained the history of the park's users making this request since 2021. Ms. Leroy provided her contact information to the City Manager so that staff could follow up on this issue.

Vice-mayor Crail closed public comment.

APPROVAL OF AGENDA

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

CONSENT AGENDA

1. Request Approval of Piggyback Agreement with Precision Contracting Services
2. Request Approval of Task Authorization with Faden Builders, Inc. for Installation of a Diesel Generator at WWTP#1
3. Request Approval to Apply for and Accept the Florida Department of State Small-Matching Grant to Revise the Mount Dora Historic Design Guidelines
4. Request Approval to Apply for the Florida Forest Stewardship Grant for Forest Preserve and Authorize the Mayor to Sign the Application when Complete
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
6. 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

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

ACTION ITEMS

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

Utility Director Andrew Marsian spoke about the item, explaining the purpose of the agreement, which will provide robotics to detect infrastructure problems. Mr. Marsian recounted a recent detection in the area of the Yacht Club.

Councilmembers spoke in support of properly maintaining the City. City staff would follow up on complaints from members of the community. A rough estimate of the cost to replace all of the sewer mains in the City is 6-7 million dollars.

Vice-mayor Crail opened public comment. No one spoke. Vice-mayor Crail closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE PIGGYBACK AGREEMENT WITH REDZONE ROBOTICS INC. FOR MANHOLE AND SANITARY MAIN INSPECTIONS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

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

NO None

CITY ATTORNEY'S REPORT

Mr. Brackins reported the charter amendment ballot questions had been transmitted to the Supervisor of Elections.

Regarding a current lawsuit involving the City, a case-management conference will take place on October 11th. This will be an organizational meeting between the parties and the court. On October 18th, motions will be heard.

Mr. Brackins will be out of the country on September 3rd. Ryan Knight will be substituting.

CITY MANAGER'S REPORT

1. City Manager Evaluation Process

Mr. Sandersfeld spoke about the City Manager performance evaluation process, and referenced the forms that were distributed to Council. The Vice-mayor read the steps of the process as documented in the agenda packet.

COMMUNICATIONS AND REPORTS

Councilmember Dawson spoke about Florida League of Cities Conference he attended the prior week. He will serve on a committee again this year.

Councilmember Walker requested the City move forward with raising the City Manager's spending authority. Council agreed with this initiative. Council, staff and Mr. Brackins discussed the details of the process moving forward.

Councilmember Bryant expressed appreciation for the camaraderie evident at the meeting.

Councilmember Cataldo thanked Mr. Gunderson for his comment this evening.

Councilmember Rolfson spoke about the Florida League of Cities policy committees.

Vice-mayor Crail thanked Mr. Marek for providing one-on-one tours to the area being considered for traffic-calming, and thanked staff for their job performance.

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 7:36 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

DRAFT

*"Committed to excellence and dedicated
to the citizens, traditions, and diversity of
our city."*



School Zone Child Safety Initiative



School Zone Child Safety Initiative

What is the School Zone Safety Initiative?

The introduction of an automated speed detection system in school zones



School Zone Child Safety Initiative

Why is the initiative important?

TRAFFIC STUDY

Location	Average Daily Speed Violations
Mount Dora Middle School-Lincoln Ave	116
Mount Dora Middle School-Grant Ave	9
Mount Dora High School-Highland St	1
Mount Dora High School-Clayton St	37
Round Lake Charter School	450
Triangle Elementary School	450



School Zone Child Safety Initiative

There is a clear need to slow vehicles in our school zones.

The State Legislature has authorized the use of speed measuring devices and cameras to enforce the speed limits in our school zones.

With the City Council's approval, the Police Department will begin the process of creating Mount Dora's School Zone Child Safety Initiative.



BACKGROUND

CS/CS/HB 657 – Enforcement of School Zone Speed Limits was signed into law by Governor DeSantis on July 1, 2023.

The law permits municipalities to utilize speed detection systems, similar to red light cameras, to enforce school zone speed limits.

This applies to violations exceeding 11 miles per hour over the speed limit when children are traveling to or from school and throughout the school day; including times when school zone lights are not flashing.



PURPOSE

School zone speed cameras enhance student safety by enforcing speed limits!

Will reduce vehicle crashes, and promote driver vigilance around schools.

They prioritize the security of students and faculty, fostering an overall safer school environment.





PROGRAM COSTS

No upfront costs for equipment.

The initiative will be 100% violator funded.

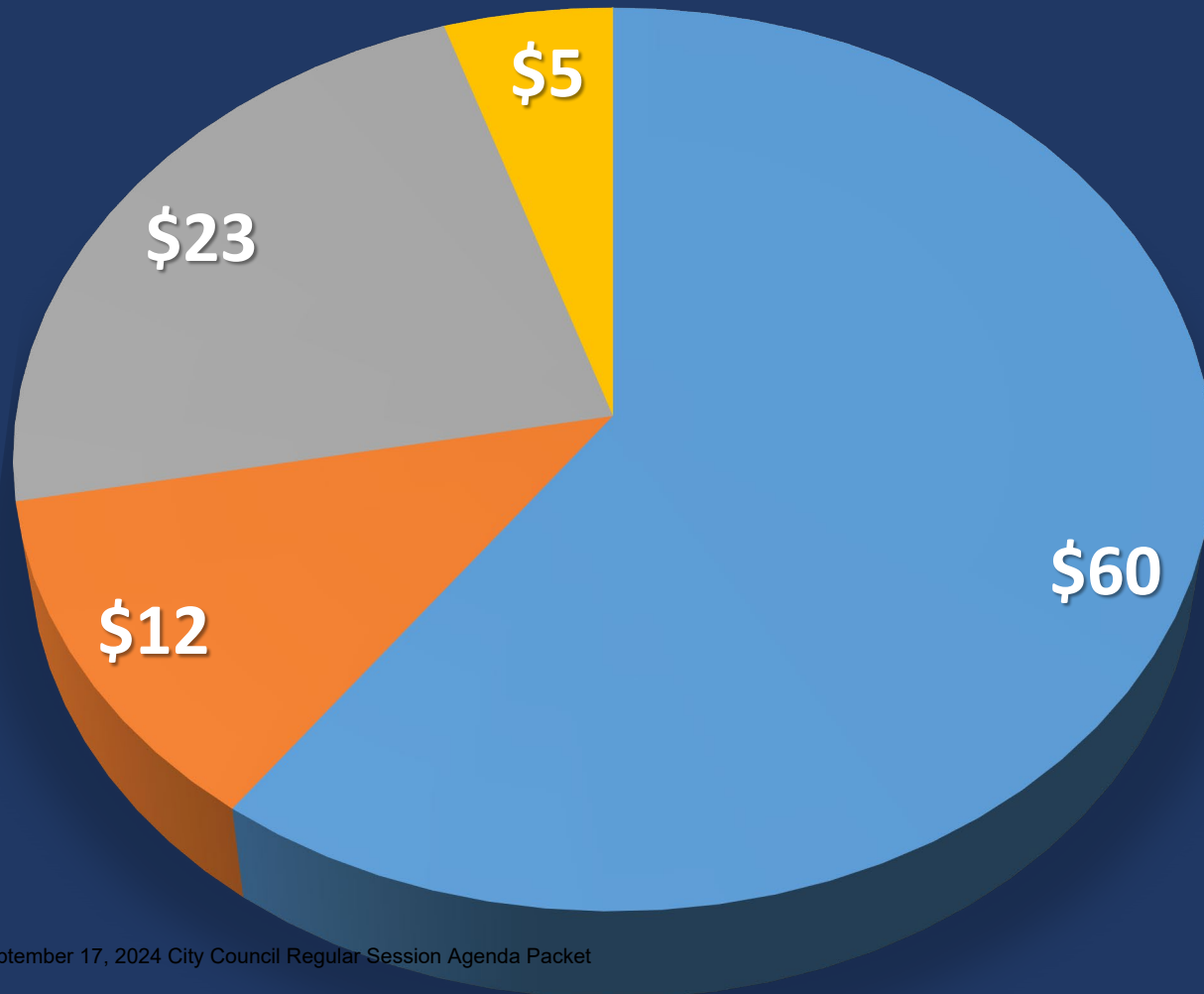
One part-time Police Department civilian Records Technician will be reclassified to fulltime with an increase in salary and added benefits costs. These costs can be offset by the increased revenue.

A city ordinance will be created establishing the school zone speed initiative, along with the statutory fine of \$100.





ALLOCATION OF FINES



- City of Mount Dora and vendor deduction
- School District for Security and Transportation Fund
- State General Revenue and FDLE Training Trust Fund
- Fund School Crossing Guards



IMPLEMENTATION

City Ordinance creating the School Zone Child Safety Initiative.

Select a vendor to manage the system

A social media and public education campaign prior to program implementation.

Notifications will be sent out to all student's parents to inform them of the program.

Warnings will be issued to violators for the first 30 days.





VIOLATION PROCESSING

Step 1 – The selected vendor reviews all violations to ensure quality of video and confirmation of violation.

Step 2 – Violations are digitally uploaded into a queue for review and approved by the designated police department Records Technician.

Step 3 – The vendor is notified for citation issuance.



VIOLATION PROCESSING

Step 4 – Vendor mails the citation.

Step 5 – If the citation is not paid in the established timeframe; violations are once again reviewed, and a State of Florida Uniform Traffic Citation is issued.

Note: Videos are retained by the vendor if citation is contested and required for court.



VIOLATION PROCESSING

Reviewing of video can be conducted by either sworn or non-sworn personnel. For our initiative, we will train our Records Technicians to perform the review.

Non-Sworn personnel are required to complete the FDLE Selective Traffic Enforcement Program (STEP) prior to video review and citation approval.





PROPOSED ENFORCEMENT AREAS

Round Lake Charter School

Triangle Elementary School

Mount Dora Middle School





School Zone Child Safety Initiative

Goals & Outcomes

- Reduce speeding in school zones by 100%
- Create a safe environment for our children to safely walk or ride their bicycles to school
- Accomplish with no added costs to the taxpayer



School Zone Child Safety Initiative

Respectfully request the City Council's approval to
move forward with the development of Mount
Dora's School Zone Child Safety Initiative



School Zone Child Safety Initiative

Questions?



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization with Bentley Architects and Engineers, Inc. for Design of Sidewalk Extension and Intersection Improvements on West 11th Avenue and Heim Road with Traffic Calming for Lakeshore Drive

Introduction:

This is a request for approval of a task authorization with Bentley Architects and Engineers, Inc. (Bentley) for design and preparation of construction plans for sidewalk extension and intersection improvements on West 11th Avenue and Heim Road with traffic-calming improvements for Lakeshore Drive.

Discussion:

Note: This item was tabled at the August 6, 2024, City Council meeting in order for staff to clarify the scope of work and provide additional background information.

This design phase serves to provide traffic-calming improvements, improved pedestrian access, and traffic safety. Key project elements include:

1. Construction plans preparation for the sidewalk as requested in a 2023 petition filed by residents in District 3. The sidewalk will be extended along the north side of W. 11th Avenue from Overlook Drive to Hilltop Drive.
2. Design and construction plans preparation for a realignment of Lakeshore Drive to eliminate the existing skewed intersection with Heim Road. The realignment of Lakeshore Drive to intersect Heim Road at Silvan Drive supports traffic-calming and safety improvements as noted in the 2020 "Traffic Calming Strategies" report by Renaissance Planning.
3. Two new crosswalks on W. 11th Avenue with signs and pavement markings to enhance pedestrian access and safety. These crossings are planned at the Overlook Drive and Crestview Drive intersections.
4. The engineer will evaluate an alternative traffic-calming solution for Lakeshore Drive which involves conversion of Lakeshore Drive to a dead end street for consideration by

the City. This alternative is labeled Plan "B" on the illustration exhibit included in this packet.

5. Accommodation of bicycle traffic will be incorporated into the design.

The construction phase for this project is proposed for funding approval in the FY 24/25 budget.

Budget Impact:

The design phase for this project is presently funded for this fiscal year (FY23/24) in the amount of \$100,000.00 under GL#310-5555-580.63-01-PW2414. The engineering proposal fee exceeded the budget estimate by \$34,527.45. The additional \$34,527.45 is available and will be drawn from the GL#310-5555-580.63-01-PL2001 - Traffic Calming Program account.

The construction phase for this project is proposed for funding approval in the FY 24/25 budget.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

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

Recommendation:

Council approve the task authorization with Bentley for design and preparation of construction plans for sidewalk extension and intersection improvements on West 11th Avenue with traffic-calming improvements for Lakeshore Drive.

Attachment(s):

1. Attachment 1 TrafficCalmingAlternatives
2. TA_11thAveSidewalkPlusTrafficCalming_rev_

Prepared by: GEORGE MAREK, Public Works Director
Reviewed by: GEORGE MAREK, Public Works Director
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 9/4/2024
Approved - 9/4/2024
Approved - 9/4/2024
Approved - 9/11/2024
Approved - 9/11/2024
Final Approval - 9/11/2024



Plan “A” - Full Traffic Circulation / Intersect 11th at Sylvan Drive



Plan "B" - Dead End on Lakeshore Drive / No Intersection with 11th at Sylvan Avenue

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Bentley Architects + Engineers, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2018-176, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: West 11 th Avenue Sidewalk Extension and Intersection Improvements
Project Amount: \$134,527.45
Budget Account Number: 310-5555-580.63-01-PW2414 (\$100,000.00) 310-5555-580.63-01-PL2001 (\$34,527.45)
City Project Manager: Johnny Reynolds
Contractor: Bentley Architects + Engineers, Inc
Contractor Project Manager: Nathan Balo, P.E.

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

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u>	
Exhibit A – Scope of Work Exhibit B – Sub-Contractors Exhibit C – Schedule Exhibit D – Compensation	
Recommended By:	
Print: <u>George Marek</u>	Date: <u>August 19, 2024</u>
Signature: 	
Reviewed By:	
Print: <u>Johnny Reynolds</u>	Date: <u>August 19, 2024</u>
Signature: 	
CONTRACTOR ACCEPTANCE	
Print Name: <u>Brandon Bentley</u>	Print Name:
Signature: 	Signature:
Date: <u>08/19/2024</u>	Date:
CITY APPROVAL	
Print Name:	Print Name:
Signature:	Signature:
Date:	Date:

Exhibit A – Scope of Work

The scope of work is as described in the attached proposal letter from Bentley dated August 15, 2024.

Exhibit B – Sub-Contractors

Sub-contractors are as stated in the attached proposal letter from Bentley dated August 15, 2024.

Summary:

Southeastern Surveying and Mapping Corporation (SSMC)

Exhibit C – Schedule

The schedule is as described in the attached proposal letter from Bentley dated August 15, 2024.

Summary:

“Estimated Work Order Duration:

The timeframe estimated for this Task Work Order upon NTP is 6 months.”

Exhibit D – Compensation

Compensation is as described in the attached proposal letter from Bentley dated August 15, 2024.

August 15, 2024

George Marek, P.E.
Director of Public Works
City of Mount Dora
Public Works & Utilities Department
900 N. Donnelly Street
Mount Dora, FL 32757

SENT VIA: Email

Re: W 11th Avenue Sidewalk and Intersection Improvements
Bentley Project No.: 2017.071.B

Dear Mr. Marek, P.E.

We appreciate the opportunity to submit this proposal for professional services for the above referenced project under our Continuing Professional Consulting Services Contract RFQ No. 18-PW-009. The scope of this project will include a design survey and preparation of construction documents for sidewalk construction along the north side of W. 11th Avenue from Hilltop Drive to Overlook Drive and on the south side of W. 11th Avenue from Lakeshore Drive to Oakland Drive. The scope will include two pedestrian crossings of W. 11th Avenue at Crestview Drive and Overlook Drive. Also included are construction documents for the closure and realignment of the intersection of Lakeshore Drive and W. 11th Avenue.

1. Design Scope of Services: The scope of services includes developing 2 concepts along with construction estimates and a comparison matrix for the closure of the skewed Lakeshore Drive intersection, both options will accommodate bicyclists.
 - a. Option A: Realign Lakeshore Drive to enter Heim Road at Sylvan Drive with modification of the abandoned Lakeshore Drive section to accommodate private driveways
 - b. Option B: Provide a Dead-End turnaround of Lakeshore DriveA final option will be selected by the City and our design will continue with cad file design development, construction plan preparation and plan review/permit application preparation as defined below for the area shown on the attached Exhibit A:
 - i. Sidewalk along the north side of 11th Avenue from Hilltop Drive to Overlook Drive
 - ii. Sidewalk along the south side of 11th Avenue from Lakeshore Drive to Oakland Drive
 - iii. A pedestrian crossing of 11th Avenue at Crestview Drive
 - iv. A pedestrian crossing of 11th Avenue at Overlook Drive
 - v. Lakeshore Drive design as selected by the City (noted above)
2. Preparation of the following plan sheets and calculations for the Sidewalk and Intersection Design:
 - a. Key/Cover Sheet with Index of Drawings (1)
 - b. General Notes (1)
 - c. Typical Sections (3)

- d. Plan Sheets (4)
 - e. Existing Utility Plan Sheet (4) identifying existing facilities for applications and contractor's information
 - f. Miscellaneous Detail Sheet (1)
 - g. TCP details (2)
3. Two (2) field reviews during design: One (1) field review will be completed upon receipt of the boundary and topographic survey.
4. Design Phase Meetings:
- a. Four (4) virtual meetings with the City for two (2) team members
 - b. Three (3) on-site meetings with the City for two (2) team members
5. Civil Applications: No plan review or permitting is anticipated for this project.
- A. Post-Design Scope of Services: Post design services are not anticipated for this project.
- B. Deliverables
- One PDF copy of the conceptual plan sketches with construction estimates and a comparison table
 - One PDF copy of the intersection and sidewalk design plans.
- C. Fees
- Please see attached fee sheet.
- D. Exclusions
- Please note that design and engineering services not specially listed above or included in the attached subconsultant agreements are excluded. Excluded services included but are not limited to the following, as well as other clarifications:
- 1. Utility engineering and design
 - 2. Utility Testing
 - 3. Surveying and Subsurface Utility Engineering other than that provided in the attached subconsultant proposal
 - 4. Preparation of and mailing of public notices
 - 5. Drainage and stormwater management design
 - 6. Geotechnical services
 - 7. Preparation of record or as-built drawings
 - 8. Public Involvement
- E. Estimated Work Order Duration
- The timeframe estimated for this Task Work Order upon NTP is 6 months.

F. Reimbursable Expenses

Other costs associated with the project would include normal reimbursables. Reimbursable costs including out of pocket expenses shall be itemized and invoiced directly plus an administrative charge of 15%. Typical expenses include but are not limited to delivery services, travel expenses, printing, CAD plotting and reproduction costs.

If this proposal meets with your approval, please sign and send back this proposal letter. We will await a specific task authorization to begin work. If you have any questions, please do not hesitate to contact our office.

Sincerely,

Bentley Group Inc.

City of Mount Dora

Nathan Balo, P.E.
Roadway Department Manager

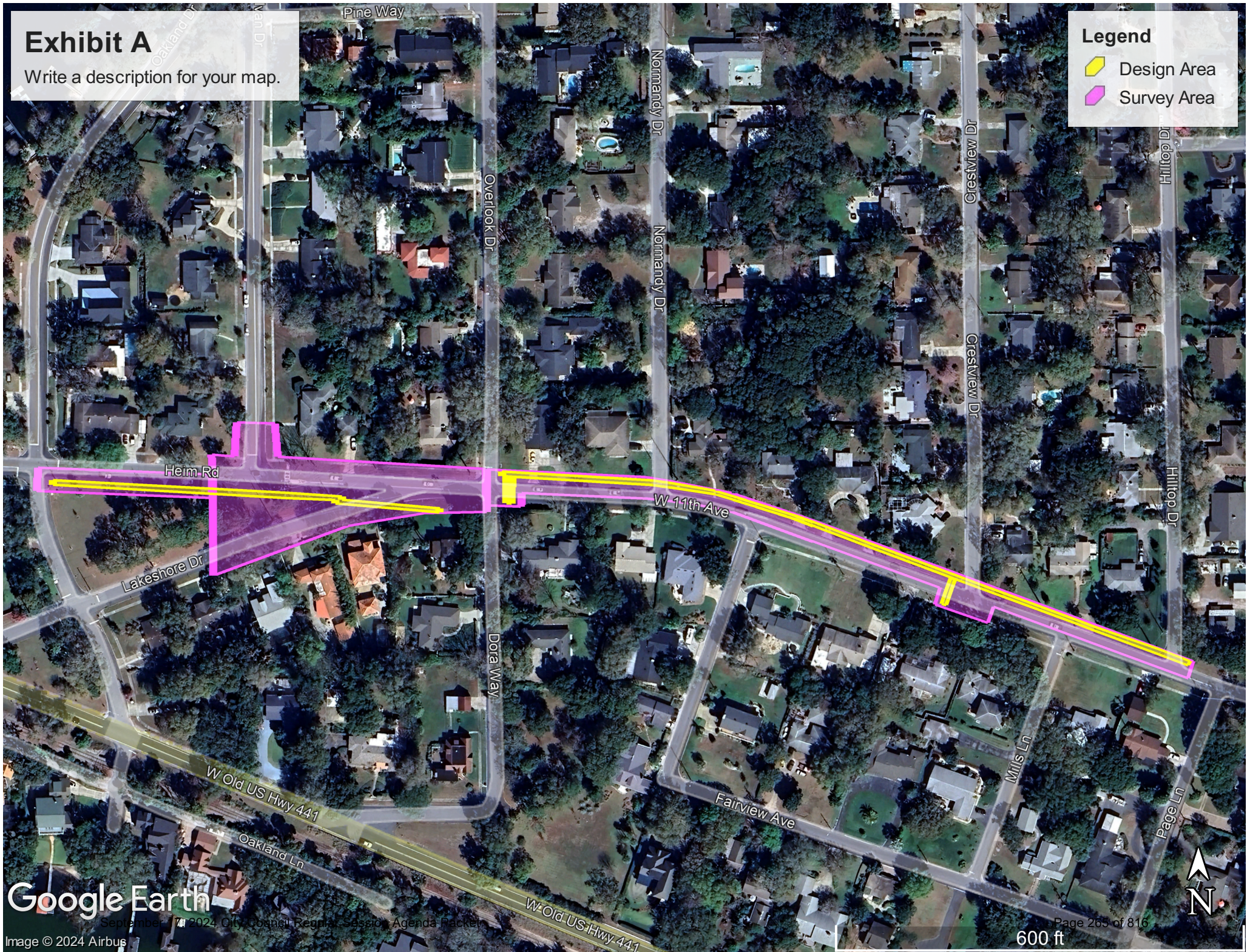
George Marek, P.E.
Public Works Director City of Mount Dora

Exhibit A

Write a description for your map.

Legend

- Design Area
- Survey Area



Google Earth

Project Location: Side and Intersection Intersections Consultant: Contractor Project Name: Date: / / Project Number: Estimator: Estimate No: Estimate Date: / /															SH By Activity			Salary Cost By Activity		Average Rate Per Task	
Project General and Project Coordination Tasks	100	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Road Analysis	100	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Road Plans	100	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Utilities	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Signing and Pavement Marking Analysis	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Total Staff Hours	100	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Total Staff Cost															\$102,562.70	\$142.05					
Client: Contract No: Contract Date: / /																					
Subcontractor Related Costs:																					
Overhead and Profit																					
Operating Margins																					
CCM Facilities Capital Cost Money																					
PPSSS																					
Storefield Price										Personnel days / day											
SUBTOTAL ESTIMATED FEE:										\$102,562.70											
Subcontractor SSMC										\$134,527.45											
SUBTOTAL ESTIMATED FEE:										\$134,527.45											
Geotechnical Field and Lab Testing																					
SUBTOTAL ESTIMATED FEE:										\$134,527.45											
Optional Services																					
GRAND TOTAL ESTIMATED FEE:										\$134,527.45											



August 15, 2024

Via E-Mail: NBalo@BentleyGroupInc.com

Mr. Nathan Balo, P.E.
Roadway Department Manager
Bentley Group, Inc.
651 W. Warren Avenue, Suite 200
Longwood, FL 32750
Ph: 407.331.6116 ext. 104

**RE: 11th Avenue, Mt. Dora - Topographic Survey and Utility Designation
A portion of 11th Avenue, Mt. Dora Florida 32757
Section 30, Township 19 South, Range 27 East, Lake County, Florida**

Dear Mr. Balo,

PROJECT STATEMENT: We are pleased to submit our **SECOND REVISED** proposal for Surveying Services and Utility Services on the above-referenced project. It is our understanding that Bentley Group, Inc. requires a Topographic Survey with Utility Designation to support the design/construction of a portion of 11th Avenue, Mt. Dora FL. The specific area is identified in Exhibit "B". We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

SCOPE OF WORK:

TASK I – Topographic Survey

1. Locate all improvements and utilities, as evidenced by above-ground features or if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
3. Establish a minimum of **three (3)** site benchmarks.
4. Locate Right of Way monumentation and show apparent Right of Way lines based on found monumentation.
5. Topographic coverage will be limited to the area in **purple** as shown on **Exhibit "B"**.

TASK II – Subsurface Utility Designation

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation for the full right of way as shown in **purple** on **Exhibit "B"**.
2. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
3. Expose the subject utilities by using non-destructive vacuum excavation methods at (10 of test holes) specific locations as indicated on plan sheet(s) provided or marked by client in the field.
4. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
5. Any asphalt/concrete removed will be repaired using like materials.
6. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

The final product will be three (3) certified copies and digital (DWG) files for your use.

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of **Bentley Group, Inc.**

We anticipate the completion of the above-described work within **five (5) weeks** after receipt of an approved permit and a written notice to proceed.

In addition to the matters set forth above, our Agreement shall include and be subject to, and only to the attached General Terms and Conditions, which are incorporated by reference. **UPON SIGNATURE, NO OTHER CONTRACTS WILL BE CONSIDERED FOR THIS SCOPE OF WORK.**

Ah jeh

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized Signatory execute the Agreement below and send via email to contracts@southeasternsurveying.com. **Fees and times stated in this agreement are valid for six months from the date of the proposal which would be (June 4, 2024).**

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

HOURLY RATES

Category	Day Rate	Night / Weekend Rates
Professional Surveyor & Mapper/PSM	\$ 199.00	
Project Surveyor	\$ 177.00	
Expert Witness	\$ 360.00	
Senior Technician	\$ 133.00	
CAD Technician	\$ 118.00	
Clerical	\$ 79.00	\$ 118.00
One Person Field Crew	\$ 133.00	
Two Person Field Crew	\$ 178.00	\$ 267.00
Three Person Field Crew	\$ 233.00	\$ 350.00
Four Person Field Crew	\$ 289.00	\$ 433.00
Sketch of Descriptions (per SD)	\$ 676.00	
Residential Elevation Certificate	\$ 925.00	
Commercial Elevation Certificate (per bldg.)	\$ 1,306.00	
Initial and Second Plat Review (up to two sheets)	\$ 1,150.00 / per plat	
Initial and Second Plat Review (over two sheets)	\$ 200.00 / per sheet	
Plat (Third or additional reviews of same plat)	\$ 450.00 / each	

Category	Day Rate	Night / Weekend Rates
LiDAR Technician	\$ 133.00	
LiDAR Project Manager	\$ 177.00	
LiDAR One Person Field Crew	\$ 155.00	
LiDAR Two Person Field Crew	\$ 204.00	
Clerical	\$ 79.00	\$ 118.00
UAS/UAV Photogrammetry Crew	\$ 268.00	
Mobile Scan Crew	\$ 268.00	

Category	Day Rate	Night / Weekend Rates
Construction Professional Surveyor & Mapper	\$ 203.00	
Construction Project Manager	\$ 203.00	
Construction Senior Technician	\$ 153.00	
Construction CAD Technician	\$ 136.00	
Clerical	\$ 79.00	\$ 118.00
Construction One Person Field Crew	\$ 153.00	
Construction Two Person Field Crew	\$ 204.00	\$ 306.00
Construction Three Person Field Crew	\$ 268.00	\$ 402.00
Construction Four Person Field Crew	\$ 332.00	\$ 498.00

GIS Services

Category	Day Rate	Night / Weekend Rates
Professional Engineer	\$ 213.00	
GIS Project Manager	\$ 177.00	
GIS Analyst	\$ 119.00	
GIS Technician	\$ 79.00	
Clerical	\$ 79.00	\$ 118.00
Two Person GIS Crew	\$ 178.00	
One Person GIS Crew	\$ 133.00	

Subsurface Utility Engineering (SUE) Services

Category	Day Rate	Night / Weekend Rates
Project Manager	\$ 177.00	\$ 265.00
Senior Technician	\$ 133.00	\$ 200.00
Clerical	\$ 79.00	\$ 118.00
One Person Crew	\$ 178.00	\$ 267.00
Two Person Crew	\$ 216.00	\$ 324.00
Three Person Crew	\$ 301.00	\$ 451.00
Vacuum Excavation (Per Test Hole)		
1-3 Test Holes/Dirt	\$ 2,664.00	\$ 3,864.00
1-3 Test Holes/Asphalt/Concrete	\$ 2,664.00	\$ 3,864.00
4 or more Test Holes/Dirt (Per Location)	\$ 616.00 / each	\$ 924.00 / each
4 or more Test Holes/Asphalt/Concrete (Per)	\$ 765.00 / each	\$ 1,148.00 / each
One Person Concrete Radar Mapping/Imaging	\$ 217.00	\$ 336.00
Temporary Traffic Control (TTC)		
Per Lane Closure	\$ 1,013.00 / each	\$ 1,231.00 / each
Per Sidewalk Closure	\$ 500.00 / each	\$ 600.00 / each
Flagman Control (Hourly – Per Flagger)	\$ 100.00	\$ 150.00
Mast Arms (Per Location)		
Subsurface Utility Locating (QL-B & QL-A)	\$ 1,656.00	
Concrete/Asphalt Removal & Repair	\$ 436.00	
Survey Staking of Pole Location	\$ 431.00	

Miscellaneous Services

Per Diem/Lodging Expenses		
Category	Day Rate	Night / Weekend Rates
Per Day Two Person Crew	\$ 395.00	
Per Day Three Person Crew	\$ 595.00	

SURVEY LIMITS



GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES.

For the fee outlined in this Proposal, you agree that SSMC shall only be obligated to render the Services expressly described in this Proposal. Unless otherwise expressly required, in no event do we have any obligation or responsibility for:

- The correctness and completeness of any document prepared by another entity.
- The correctness and completeness of any drawing we prepared unless it was properly signed and sealed by a registered professional on our behalf.
- Favorable or timely comment or action by any governmental entity on submitting any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents whatsoever.
- Off-site circumstances other than those clearly visible and actually known to us from on-site work.
- The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- The safety conditions for the entire site, construction quality, means, methods, or sequences.
- The correctness of any geotechnical services performed by others, whether or not as our subcontractor.

Should the shop drawing review be incorporated into the Services, we shall promptly pass on the shop drawings. Checking and approving shop drawings will be general for conformance with the Project's design concept to which this Proposal relates ("Project") and compliance with the information in the construction documents. They will not include quantities, detailed dimensions, or dimensions adjustments to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements nor as relieving the Client of the sole and final responsibility for any error in details, dimensions, or otherwise that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Piggyback Agreement with Atlantic Pipe Services LLC for Cured-In-Place Pipe Lining (CIPP)

Introduction:

This is a request for City Council to approve a piggyback agreement for CIPP services with Atlantic Pipe Services LLC under a piggyback agreement with the City of South Daytona, Florida (Bid 23-B-005).

Discussion:

The City Utility currently has over 106 miles of sewer and gravity mains. 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 Atlantic Pipe Services LLC will be used to perform CIPP services as pipes requiring improvement are identified. This piggyback agreement will support the City of Mount Dora staff in completing portions of the work necessary to comply with the regulatory requirements.

The City of Mount Dora has determined that piggybacking a contract entered into by the City of South Daytona, Florida with Atlantic Pipe Services LLC is an advantageous way to procure these inspection services.

The City of South Daytona has similar infrastructure and restoration needs and has successfully established a long-term service contract with Atlantic Pipe Services LLC for CIPP services.

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 to approve the piggyback agreement with Atlantic Pipe Services LLC for CIPP services.

Attachment(s):

1. Atlantic Pipe Services Piggyback (PAB 2024-09-10)

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

Approved - 9/11/2024
Approved - 9/11/2024
Approved - 9/11/2024
Approved - 9/11/2024
Approved - 9/11/2024
Final Approval - 9/11/2024

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 **ATLANTIC PIPE SERVICES, LLC**, a Florida corporation located at 1420 Martin Luther King Jr. Blvd., Sanford, Florida 32771 (the “CONTRACTOR”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Sewer Rehabilitation Services Agreement between the City of South Daytona, Florida, and the CONTRACTOR, dated April 11, 2023, attached hereto as **Exhibit “A”** and made a binding part hereof by this reference (hereinafter the “Underlying Contract”), which was competitively solicited for and negotiated by the City of South Daytona through South Daytona’s Request for Bid No. 23-B-005, attached hereto as **Exhibit “B”** and made a binding part hereof by this reference; 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 for three (3) years and may be renewed for two (2) additional two-year periods upon written mutual agreement by the CITY and the CONTRACTOR. This Agreement may be terminated at any time upon at least thirty (30) days’ written notice to the other Party.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and general pricing to the CITY as set forth in **Exhibit “C”** attached hereto. Notwithstanding any contrary provision in the Underlying Contract, 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 Underlying Contract 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: Atlantic Pipe Services, LLC
 Attn: Allan Cagle, President
 1420 Martin Luther King Jr. Blvd.
 Sanford, Florida 32771

Notice hereunder shall be deemed delivered three (3) business days after it is sent.

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, a Task Authorization, or a Purchase Order issued by the CITY pursuant to this Agreement, and the terms and conditions of the Underlying Contract Documents, as attached, or any other CONTRACTOR-issued invoice or the like, the terms and conditions of this Agreement and/or any CITY-issued Task Authorization or 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 Underlying 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 “D”**, attached hereto and made a binding part hereof by this reference. This provision expressly supersedes any insurance coverage requirements set forth in the Underlying Contract.

SECTION 17. **HUMAN TRAFFICKING AFFIDAVIT.**

The CONTRACTOR hereby represents, warrants, and certifies that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and that CONTRACTOR has provided to the CITY the Human Trafficking Affidavit, attached hereto as Exhibit “E”, which is incorporated herein by reference. This affidavit must be provided to the CITY before any work is commenced hereunder.

SECTION 18. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CONTRACTOR shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The

CONTRACTOR must provide proof of enrollment in E-Verify. By entering into this Contract, the CONTRACTOR represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so throughout the term of this Contract.

[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

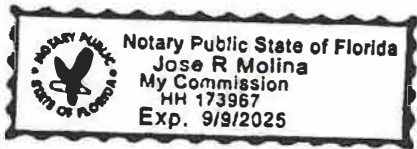
ATLANTIC PIPE SERVICES, LLC

Allan Cagle
Print: Allan Cagle
Title: President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Allan Cagle, as President of Atlantic Pipe Services, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 17th day of September, 2024.

(stamp)



Jose R. Molina C.
NOTARY PUBLIC

ATLANTIC PIPE SERVICES, LLC

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

Exhibit “A”
Underlying Agreement between
the City of South Daytona and
Atlantic Pipe Services, Inc.

**Agreement for Services
City of South Daytona and Atlantic Pipe Services LLC**

THIS Standard Agreement for Services (hereinafter this "Agreement") is made and entered into this 11th day of April 2023, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality, whose principal address is 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "CITY") and **Atlantic Pipe Services, LLC**, a Florida Profit corporation, whose principal address 1420 Martin Luther King Jr. Blvd, Sanford, Florida 32771 hereinafter "CONTRACTOR"). The CITY and CONTRACTOR are collectively referred to herein as the "PARTIES."

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing the equipment, materials, labor and other such service as identified in Exhibit "A" in the City of South Daytona and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid (Exhibit "A") for City of South Daytona which satisfies the CITY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Provision of Services**

- a. **Scope:** The CONTRACTOR hereby agrees to provide the proposed scope as identified in Exhibit "A."
- b. **Manner and Place:** The work shall be performed as outlined in Exhibit "A," in accordance with Standard Construction Details as required and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinance. Contractors shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the CITY.
- c. **Time and Essence:** CONTRACTOR acknowledges that time is of the essence for this Agreement.
- d. **Authorization for Services:** This Agreement standing alone does not authorize the purchase of any work or services or require the CITY to place any orders for work or service. Authorization for performance of services by the CONTRACTOR under this agreement shall be in the form of a written Notice to Proceed issued and executed by the CITY. The CITY reserves the right to contract with other parties for work and services contemplated by this Agreement, as determined in the CITY's sole and absolute discretion.

4. **Term.**

- a. This Agreement shall be for an initial Term of t The term of the contract shall be three (3) years, with the option for an additional two (2) two-year renewal periods, thereafter unless either party notifies the other party of intent not to renew, with such notice being given not less than sixty (60) days prior to the end of any annual term, or unless otherwise terminated as provided herein.

5. **Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
 - b. Progress payments, if any, will be made as set forth in Exhibit "A".
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
- 6. Acceptance of work product, payment, and warranty.**
- a. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.
- 7. Termination.**
- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement

through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

8. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Project Manager is: Steve Danskine, Public Works Director, 1770 Segrave Street, South Daytona, Florida 32119, sdanskine@southdaytona.org, 386-322-3080.
- c. CONTRACTOR's Project Manager is: Matt Blais, Business Development Manager, 1420 Martin Luther King Jr Blvd, Sanford, Florida 32771, bduncan@atlanticpipe.us, 407-792-1360.

9. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Avenue, South Daytona, Florida 32119;
- b. To CONTRACTOR: Atlantic Pipe Services, LLC, Attention: Allan Cagle, 1420 Martin Luther King Jr Blvd, Sanford, Florida 32771

10. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises,

operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;

- iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

11. General Provisions. CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

c. Personal nature of Agreement; Assignment.

- i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. Discrimination.

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. Independent contractor.

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such

- operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
 - iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. Indemnification.

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10)

days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

h. **Public records.**

i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
 - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
 - vi. **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, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 RIDGEWOOD AVE., SOUTH DAYTONA, FL 32119.**
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. **E-Verify.** CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. **Agency.** CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all 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 CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is

intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

- iv. **Workers' Compensation Insurance.** CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. **Liability Insurance.** Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
 - vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
 - j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
 - k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.
12. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
 - b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
 - c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
 - d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR

hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, 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 has been engaged in business operations in Cuba or Syria.

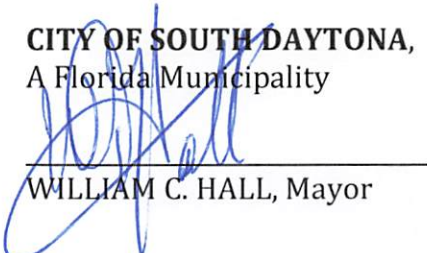
- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

13. **Special Provisions.**

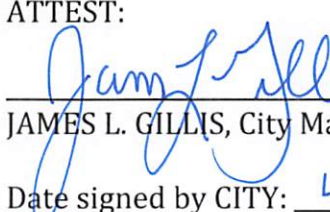
- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA,
A Florida Municipality


WILLIAM C. HALL, Mayor

ATTEST:


JAMES L. GILLIS, City Manager

Date signed by CITY: 4.11.23

(Seal)



10/13/2011

Atlantic Pipe Services, LLC

by Allan Cagle
Allan Cagle, as its President and authorized agent
Cagle

(CORPORATE SEAL)

ATTEST:



Brandon Duncan, Business Development Manager

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 1st day of April, 2023, by Allan Cagle of APS, a
Florida corporation, on behalf of the corporation, and he/she is personally known to me or
has produced _____ as identification.



Signature of Notary Public - State of Florida

Tracy Wagner

Printed/Typed/Stamped Name of Notary

My commission expires: 1/29/24





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2023

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

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

PRODUCER
Insurance Consultants of Central Florida
1331 Palmetto Avenue, Suite 100
Winter Park FL 32789

License#: L068328
ATLAPIP-01

INSURED
Atlantic Pipe Services, LLC
1420 Martin Luther King Jr Bvd
Sanford FL 32771

CONTACT NAME: John O'Donnell

PHONE
(A/C, No, Ext): 407-740-5337

FAX
(A/C, No):

E-MAIL
ADDRESS: john.odonnell@myiccf.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A : Starr Surplus Lines Insurance

13604

INSURER B : FCCI Insurance Company

10178

INSURER C : Starr Indemnity & Liability Co

38318

INSURER D :

INSURER E :

INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 789821541**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:	Y Y	1000067815221	6/21/2022	6/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		1000685974221	6/21/2022	6/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		1000337951221	6/21/2022	6/21/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WC0100070910-01	6/21/2022	6/21/2023	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of South Daytona is an additional insured on a primary, non-contributory basis, with respects to General Liability and Auto Liability, per written contract. A 30-day notice of cancellation will be provided to the certificate holder with respects to the General Liability and Auto Liability, per written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of South Daytona
1672 South Ridgewood Avenue
South Daytona FL 32119

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

AUTHORIZED REPRESENTATIVE

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SECTION 8: BID FORMS

BID FORM 8A: BID SUBMITTAL CHECKLIST

- ☒ Form 8B: Acknowledgement and Pricing Proposal
- ☒ Form 8C: Drug Free/Tie Preference Statement
- ☒ Form 8D: Public Entity Crimes Statement
- ☒ Form 8E: Anti-Collusion Statement
- ☒ Form 8F: Statement of Vendor Qualifications
- ☒ Form 8G: Professional References for Previous Experience
- ☒ Form 8H: Listing of Subcontractors
- ☒ Form 8I: Cured in Place Pipe Specs
- ☒ Form 8J: Cured-in-Place Pipe Specs
- ☒ Independent Contractors Agreement
- ☒ Attachment: Bid Proposal
- ☒ Copy of License(s)
- ☒ Insurance Certificate
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) copy.

BY: Atlantic Pipe Services, LLC

Name of Business

Allan Cagle

Authorized Signature

Allan Cagle - President

Printed Name and Title

03/28/2023

Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR BID.

AIA[®] Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Atlantic Pipe Services, LLC
1420 Martin Luther King Jr. Blvd
Sanford, FL 32771
(407) 792-1360

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions
America Insurance Corporation
1200 Main St. Suite 800
Kansas City, MO 64105
(816) 235-3700

OWNER:

(Name, legal status and address)

City of South Daytona
1672 South Ridgewood Ave.
South Daytona, FL 32119
(386) 322-3011

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Sewer Rehabilitation Services - Bid No. 23-B-005
Install cured-in-place epoxy lamination system, Stephens Technologies Inc.
NCL-115-18 Epoxy or approved equal epoxy system, to aging and cracked
sewer pipes.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 27th day of March, 2023


(Witness)


(Witness) **Anita Waters, Account Manager**

Atlantic Pipe Services, LLC

(Contractor as Principal)

(Seal)


(Title) **Allan Gyle, president**

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Seal)


(Title) **William J. Palmer, Attorney-In-Fact, Florida Resident Agent**

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

WILLIAM J. PALMER, BRYAN T. ROBERTSON, MARION F. HATCHER III, and SANDRA MOORE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

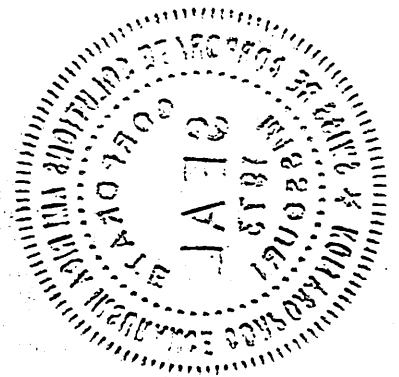


Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of March, 20 23.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



**BID FORM 8J:
Bid Fees**

Item	Description	Unit	Unit Price		
	Day Rate: Multiple Locations	EA	\$ 4,250.00		
Traffic Control/ MOT, Equipment Set-up and Monitoring					
	Mobilization Per Vehicle	EA	\$ 1,850.00		
Sanitary Sewer Manhole & Pipe Preparation/ Plug, Preclean and Video					
	Vac Truck, Pre Clean Sanitary Sewer	LF	\$ 5.00		
	CCTV/Video, Pre Video Sanitary Sewer	LF	\$ 3.00		
Sanitary Sewer CIPP Installation					
	CIPP Liner Equipment Site SET-up Per Run	EA	\$ 450.00		
Sanitary Sewer CIPP 4.5 mm Liner Thickness (used in 2 -14 ft manhole depths)					
				Minimum Footage	
	6" Diameter	LF	\$ 88.05	150	
	8" Diameter	LF	\$ 77.73	150	
	10" Diameter	LF	\$ 97.38	150	
	12" Diameter	LF	\$ 106.35	150	
	16" Diameter	LF	\$ 139.42	150	
	18" Diameter	LF	\$ 148.82	150	
	24" Diameter	LF	\$ 188.73	150	
Sanitary Sewer CIPP 6 mm Liner Thickness (used in 14-25 ft manhole depths or where more structural integrity is needed)					
				Minimum Footage	
	6" Diameter	LF	\$ 99.22	150	
	8" Diameter	LF	\$ 86.55	150	
	10" Diameter	LF	\$ 108.30	150	
	12" Diameter	LF	\$ 121.00	150	
	16" Diameter	LF	\$ 162.58	150	
	18" Diameter	LF	\$ 170.21	150	
	24" Diameter	LF	\$ 188.73	150	
Sanitary Sewer CIPP Reinstatement					
	Mainline Lateral Reinstatement	EA	\$ 365.00		
	Mainline Invert Reinstatement	EA	\$ 865.00		
Sanitary Sewer CIPP Installation Post Video					
	CCTV/Video, Post Video	LF	\$ 2.25		
Additional Services					
	Plugging Mainline 6"-10"	Day	\$ 475.00		
	Plugging Mainline 12"-16"	Day	\$ 895.00		
	Plugging Mainline 18"-24"	Day	\$ 1,295.00		
	Manhole Bypass Pumping 6"-10" Flow	Day	\$ 700.00		
	Manhole Bypass Pumping 12"-16" Flow	Day	\$ 2,400.00		
	Manhole Bypass Pumping 18"-24" Flow	Day	\$ 3,900.00		
	Mainline Hammer Tap/ Extended Lateral Removal	EA	\$ 2,500.00		
	Root Intrusion Removal	HRLY	\$ 275.00		
	Chemical Grout Repairs 6"-10"	EA	\$ 650.00		
	Chemical Grout Repairs 12"-16"	EA	\$ 850.00		
	Chemical Grout Repairs 18"-24"	EA	\$ 1,050.00		
	Additional Video and Reports	EA	\$ 75.00		

SAFETY DATA SHEET



Tyfo®-PWR Part A

Version 6

Revision Date 10/18/2016

Print Date 02/15/2017

SECTION 1. IDENTIFICATION

Product name : Tyfo®-PWR Part A

Manufacturer or supplier's details

Company : ELANTAS PDG, INC.
5200 North 2nd Street
St. Louis MO 63147
Telephone : (314) 621-5700
Visit our web site : www.elantas.com
E-mail address : Todd.Thomas@altana.com
Emergency telephone number : INFOTRAC - 1-800-535-5053

Recommended use of the chemical and restrictions on use

Recommended use : Casting Resin

Restrictions on use : Refer to Section 15 for any restrictions that may apply

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Skin irritation : Category 2
Eye irritation : Category 2A
Skin sensitisation : Category 1
Specific target organ toxicity - single exposure : Category 3 (Respiratory system)

GHS label elements

Hazard pictograms :



Signal word : Warning

Hazard statements : H315 Causes skin irritation.
H317 May cause an allergic skin reaction.
H319 Causes serious eye irritation.
H335 May cause respiratory irritation.

Precautionary statements : **Prevention:**
P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
P264 Wash skin thoroughly after handling.
P271 Use only outdoors or in a well-ventilated area.
P272 Contaminated work clothing should not be allowed out of

SAFETY DATA SHEET



Tyfo®-PWR Part A

Version 6

Revision Date 10/18/2016

Print Date 02/15/2017

the workplace.

P280 Wear eye protection/ face protection.

P280 Wear protective gloves.

Response:

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.

P304 + P340 + P312 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/ physician if you feel unwell.

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P333 + P313 If skin irritation or rash occurs: Get medical advice/ attention.

P337 + P313 If eye irritation persists: Get medical advice/ attention.

P362 Take off contaminated clothing and wash before reuse.

Storage:

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.

P405 Store locked up.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical nature : Epoxy Resin Solution

Hazardous components

Component	CAS-No.	Concentration (%)
Epoxy Resin	25068-38-6	>= 80 - < 81
Epoxy Resin	28064-14-4	>= 9 - < 10
Epoxy diluent	17557-23-2	>= 9 - < 10

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.

SAFETY DATA SHEET



Tyfo®-PWR Part A

Version 6

Revision Date 10/18/2016

Print Date 02/15/2017

- If symptoms persist, call a physician.
- In case of skin contact : If skin irritation persists, call a physician.
If on skin, rinse well with water.
If on clothes, remove clothes.
- In case of eye contact : Immediately flush eye(s) with plenty of water.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
- If swallowed : Keep respiratory tract clear.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.

SECTION 5. FIREFIGHTING MEASURES

- Unsuitable extinguishing media : High volume water jet
- Further information : Standard procedure for chemical fires.
Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
- Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
- Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.
- Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.
Absorbent paper or other organic material used for cleaning up resin is a fire hazard, as heat and spontaneous combustion can occur, particularly if the resin was catalyzed. Catalyzed resin can generate hazardous exothermic heat if allowed to polymerize in a mass. All soiled or waste materials must be water soaked, and kept in a closed bin until disposed of.

SAFETY DATA SHEET



Tyfo®-PWR Part A

Version 6

Revision Date 10/18/2016

Print Date 02/15/2017

SECTION 7. HANDLING AND STORAGE

- Advice on safe handling** :
- Avoid formation of aerosol.
 - Do not breathe vapours/dust.
 - Avoid exposure - obtain special instructions before use.
 - Avoid contact with skin and eyes.
 - For personal protection see section 8.
 - Smoking, eating and drinking should be prohibited in the application area.
 - Provide sufficient air exchange and/or exhaust in work rooms.
 - Dispose of rinse water in accordance with local and national regulations.
 - Persons susceptible to skin sensitisation problems or asthma, allergies, chronic or recurrent respiratory disease should not be employed in any process in which this mixture is being used.
 - The chemical reaction that cures mixed epoxy is exothermic (heat generating). If left to cure in a contained mass, such as in a mixing vessel, it can generate enough heat to melt plastic, burn skin or ignite surrounding combustible materials. The larger or thicker the epoxy mass, the more heat generated.
- Conditions for safe storage** :
- Store under conditions specified on the product Technical Data Sheet to maintain product quality.
 - Keep container tightly closed in a dry and well-ventilated place.
 - Observe label precautions.
 - Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Contains no substances with occupational exposure limit values.

- Engineering measures** :
- Use with adequate ventilation.
 - All application areas should be ventilated in accordance with applicable OSHA regulations. (29 CFR 1910.94)

Personal protective equipment

- Respiratory protection** :
- In the case of vapour formation use a respirator with an approved filter.

Hand protection

- Remarks** :
- The suitability for a specific workplace should be discussed with the producers of the protective gloves.

SAFETY DATA SHEET



Tyfo®-PWR Part A

Version 6

Revision Date 10/18/2016

Print Date 02/15/2017

Eye protection	: Eye wash bottle with pure water Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems.
Skin and body protection	: Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	: When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Odour Threshold	: No data available
pH	: No data available
Melting point/freezing point	: No data available
Initial boiling point and boiling range	: No data available
Vapour pressure	: No data available
Flash point	: Greater than 201 °F (94 °C) Method: No information available. Information taken from reference works and the literature.
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Relative vapour density	: No data available
Relative Density/Specific Gravity	: No data available
Density	: 1.1563 g/cm3 (77 °F (25 °C))
Solubility(ies) Water solubility	: No data available

SAFETY DATA SHEET



Tyfo®-PWR Part A

Version 6

Revision Date 10/18/2016

Print Date 02/15/2017

Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available
Viscosity	
Viscosity, dynamic	: No data available
Viscosity, kinematic	: Greater than 22 mm ² /s (104 °F (40 °C))

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No decomposition if stored and applied as directed.
Chemical stability	: No decomposition if stored and applied as directed.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: No data available
Hazardous decomposition products	: The by-products expected in incomplete pyrolysis or combustion of epoxy resins are mainly phenolics, CO and water.

SECTION 11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Inhalation
Skin contact
Eyes

Acute toxicity

Product:

Acute oral toxicity	: Acute toxicity estimate : > 5,000 mg/kg Method: Calculation method
Acute dermal toxicity	: Acute toxicity estimate : > 5,000 mg/kg Method: Calculation method

Components:

SAFETY DATA SHEET



Tyfo®-PWR Part A

Version 6

Revision Date 10/18/2016

Print Date 02/15/2017

25068-38-6 Epoxy Resin:

Acute oral toxicity : LD50 (Rat): 11,400 mg/kg

LD50 (Rat, female): > 2,000 mg/kg
Method: OECD Test Guideline 420
GLP: yes

Acute inhalation toxicity : LC50 : Remarks: No data available

Acute dermal toxicity : LD50 (Rabbit): 23,400 mg/kg

LD50 (Rat, male and female): > 2,000 mg/kg
Method: OECD Test Guideline 402
GLP: yes

17557-23-2 Epoxy diluent:

Acute oral toxicity : LD50 (Rat): 4,500 mg/kg

Acute dermal toxicity : LD50 (Rabbit): 2,150 mg/kg

Skin corrosion/irritation

Product:

Remarks: May cause skin irritation and/or dermatitis.

Components:

25068-38-6 Epoxy Resin:

Species: Rabbit
Result: Moderate skin irritation

Species: Rabbit
Exposure time: 4 h
Method: OECD Test Guideline 404
Result: Skin irritation
GLP: yes

17557-23-2 Epoxy diluent:

Result: Moderate skin irritation

Serious eye damage/eye irritation

Product:

Remarks: May cause irreversible eye damage.

Components:

25068-38-6 Epoxy Resin:

Species: Rabbit
Result: Eye irritation

SAFETY DATA SHEET



Tyfo®-PWR Part A

Version 6

Revision Date 10/18/2016

Print Date 02/15/2017

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Components:

25068-38-6 Epoxy Resin:

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia (water flea)): 1.7 mg/l
Exposure time: 48 h
Test Type: static test
Method: OECD Test Guideline 202
GLP: yes

Toxicity to daphnia and other aquatic invertebrates (Chronic toxicity) : NOEC (Daphnia magna (Water flea)): 0.3 mg/l
Exposure time: 21 d
Test Type: semi-static test
Method: OECD Test Guideline 211
GLP: yes

Persistence and degradability

Components:

25068-38-6 Epoxy Resin:

Biodegradability : Result: Not readily biodegradable.
Method: OECD Test Guideline 301F
GLP: yes

Bioaccumulative potential

Components:

25068-38-6 Epoxy Resin:

Partition coefficient: n-octanol/water : log Pow: 3.242 (25 °C)
pH: 7.1
Method: OECD Test Guideline 117
GLP: yes

Mobility in soil

No data available

Other adverse effects

No data available

Product:

Regulation 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological : No data available

SAFETY DATA SHEET



Tyfo®-PWR Part A

Version 6

Revision Date 10/18/2016

Print Date 02/15/2017

information

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

EPA Hazardous Waste Code(s) : none

Waste from residues : Do not dispose of waste into sewer.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.
Catalyzed resin can generate hazardous exothermic heat if allowed to polymerize in a mass. All soiled or waste materials must be water soaked, and kept in a closed bin until disposed of.
Dispose of the solid mass only if cure is complete and the mass has cooled. Follow federal, state or local disposal regulations.

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

International Regulations

IATA-DGR

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

National Regulations

49 CFR

Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

US. EPA CERCLA Hazardous Substances (40 CFR 302)

This material does not contain any components with a CERCLA RQ.

SAFETY DATA SHEET



Tyfo®-PWR Part A

Version 6

Revision Date 10/18/2016

Print Date 02/15/2017

SARA 304 - Emergency Release Notification

This material does not contain any components with a section 304 EHS RQ.

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 302 Extremely Hazardous Substance (40 CFR 355, Appendix A)

This material does not contain any components with a SARA 302 RQ.

SARA 311/312 Hazards : Per the June 13, 2016 Federal Register notice, EPA harmonized the EPCRA 311/312 hazard categories with the 2012 OSHA hazard communication standard for classifying and labeling of chemicals (i.e. GHS). Please refer to Section 2 of the SDS to identify the appropriate hazard categories for reporting purposes.

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM Intermediate or Final VOC's (40 CFR 60.489).

Non-volatile (Wt) : Refer to the product technical data sheet for VOC information.

Massachusetts Right To Know

No components are subject to the Massachusetts Right to Know Act.

Pennsylvania Right To Know

Epoxy Resin	25068-38-6
Epoxy Resin	28064-14-4
Epoxy diluent	17557-23-2

New Jersey Right To Know

Epoxy Resin	25068-38-6
Epoxy Resin	28064-14-4
Epoxy diluent	17557-23-2

SAFETY DATA SHEET



Tyfo®-PWR Part A

Version 6

Revision Date 10/18/2016

Print Date 02/15/2017

New Jersey Trade Secret Registry Number for the product (NJ TSRN) : NOT APPLICABLE

California Prop 65 WARNING! This product contains a chemical known to the State of California to cause cancer.
Phenyl glycidyl ether 122-60-1

The components of this product are reported in the following inventories:

TSCA : We certify that all of the components of this product are either listed on the TSCA Inventory or are not subject to the notification requirements per 40 CFR 720 30(h).

Section 4 / 12(b) : Not applicable

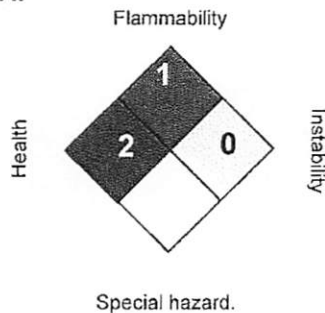
Section 5 : Not applicable

DSL : We certify that all of the components of this product are listed on the DSL.

SECTION 16. OTHER INFORMATION

Further information

NFPA:



HMIS III:

HEALTH	2
FLAMMABILITY	1
PHYSICAL HAZARD	0

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

Revision Date : 10/18/2016

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

SECTION 1. IDENTIFICATION

Product name : Tyfo®-PWR Part B - 12 lbs

Manufacturer or supplier's details

Company : ELANTAS PDG, INC.
5200 North 2nd Street
St. Louis MO 63147
Telephone : (314) 621-5700
Visit our web site : www.elantas.com
E-mail address : Todd.Thomas@altana.com
Emergency telephone number : INFOTRAC - 1-800-535-5053

Recommended use of the chemical and restrictions on use

Recommended use : Casting Resin

Restrictions on use : Refer to Section 15 for any restrictions that may apply

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Skin irritation : Category 2

Eye irritation : Category 2A

Reproductive toxicity : Category 2

GHS label elements

Hazard pictograms :



Signal word : Warning

Hazard statements : H315 Causes skin irritation.
H319 Causes serious eye irritation.
H361d Suspected of damaging the unborn child.

Precautionary statements : **Prevention:**
P201 Obtain special instructions before use.
P202 Do not handle until all safety precautions have been read and understood.
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:

SAFETY DATA SHEET

**Tyfo®-PWR Part B - 12 lbs**

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.
P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P308 + P313 IF exposed or concerned: Get medical advice/attention.
P332 + P313 If skin irritation occurs: Get medical advice/attention.
P337 + P313 If eye irritation persists: Get medical advice/attention.
P362 Take off contaminated clothing and wash before reuse.
Storage:
P405 Store locked up.
Disposal:
P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical nature : Modified Aromatic Polyamine

Hazardous components

Component	CAS-No.	Concentration (%)
2-ethylhexanoic acid, compound with 2,4,6-tris[(dimethylamino)methyl]phenol	51365-70-9	>= 90 - < 91
2-Ethylhexanoic acid	149-57-5	>= 9 - < 10

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.

In case of eye contact : Flush eyes with water as a precaution.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

If swallowed : Induce vomiting immediately and call a physician.
Keep respiratory tract clear.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.
Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Unsuitable extinguishing media : High volume water jet

Specific hazards during firefighting : Do not allow run-off from fire fighting to enter drains or water courses.

Further information : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.

Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.

Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on safe handling : Do not breathe vapours/dust.
Avoid exposure - obtain special instructions before use.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
Dispose of rinse water in accordance with local and national regulations.

SAFETY DATA SHEET

**Tyfo®-PWR Part B - 12 lbs**

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

Conditions for safe storage : Store under conditions specified on the product Technical Data Sheet to maintain product quality.
Keep container tightly closed in a dry and well-ventilated place.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION**Components with workplace control parameters**

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
2-Ethylhexanoic acid	149-57-5	TWA (Inhalable fraction and vapor)	5 mg/m3	ACGIH

Engineering measures : Use with adequate ventilation.
All application areas should be ventilated in accordance with applicable OSHA regulations. (29 CFR 1910.94)

Personal protective equipment

Respiratory protection : In the case of vapour formation use a respirator with an approved filter.

Hand protection
Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection : Eye wash bottle with pure water
Tightly fitting safety goggles

Skin and body protection : Impervious clothing
Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures : When using do not eat or drink.
When using do not smoke.
Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

Odour Threshold	: No data available
pH	: No data available
Melting point/freezing point	: No data available
Initial boiling point and boiling range	: No data available
Vapour pressure	: No data available
Flash point	: Greater than 201 °F (94 °C) Method: No information available. Information taken from reference works and the literature.
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Relative vapour density	: No data available
Relative Density/Specific Gravity	: No data available
Density	: 0.9634 g/cm3 (77 °F (25 °C))
Solubility(ies)	
Water solubility	: No data available
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Ignition temperature	: No data available
Thermal decomposition	: No data available
Viscosity	
Viscosity, dynamic	: No data available
Viscosity, kinematic	: Greater than 22 mm2/s (104 °F (40 °C))

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No decomposition if stored and applied as directed.
Chemical stability	: No decomposition if stored and applied as directed.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: No data available
Hazardous decomposition products	: The by-products expected in incomplete pyrolysis or combustion of epoxy resins are mainly phenolics, CO and water.

SECTION 11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Inhalation
Skin contact
Eyes

Acute toxicity

Product:

Acute oral toxicity : Acute toxicity estimate : > 5,000 mg/kg
Method: Calculation method

Acute dermal toxicity : Acute toxicity estimate : > 5,000 mg/kg
Method: Calculation method

Components:

149-57-5 2-Ethylhexanoic acid:

Acute oral toxicity : LD50 (Rat): 3,000 mg/kg

Acute dermal toxicity : LD50 (Rabbit): 1.260 mg/kg

LD50 (Rat, male and female): 2,001 mg/kg
Method: OECD Test Guideline 402
GLP: yes

Skin corrosion/irritation

Components:

149-57-5 2-Ethylhexanoic acid:

Species: Rabbit
Result: Mild skin irritation

Species: Rabbit

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

Method: OECD Test Guideline 404
Result: No skin irritation
GLP: yes

Serious eye damage/eye irritation

Components:

149-57-5 2-Ethylhexanoic acid:

Species: Rabbit
Result: Severe eye irritation
Method: Draize Test

Species: Rabbit
Result: No eye irritation
Method: OECD Test Guideline 405
GLP: yes

Respiratory or skin sensitisation

Components:

149-57-5 2-Ethylhexanoic acid:

Test Type: Maximisation Test
Exposure routes: Dermal
Species: Guinea pig
Method: OECD Test Guideline 406
Result: Does not cause skin sensitisation.
GLP: yes

Carcinogenicity

IARC	No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.
ACGIH	No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.
OSHA	No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.
NTP	No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Further information

Product:

Remarks: No data available

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects

No data available

Product:

Regulation

40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information

: No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

EPA Hazardous Waste Code(s)

: none

Waste from residues

: Do not dispose of waste into sewer.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.

Contaminated packaging

: Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

International Regulations

IATA-DGR

Not regulated as a dangerous good

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

National Regulations

49 CFR

Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

US. EPA CERCLA Hazardous Substances (40 CFR 302)

This material does not contain any components with a CERCLA RQ.

SARA 304 - Emergency Release Notification

This material does not contain any components with a section 304 EHS RQ.

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 302 Extremely Hazardous Substance (40 CFR 355, Appendix A)

This material does not contain any components with a SARA 302 RQ.

SARA 311/312 Hazards : Per the June 13, 2016 Federal Register notice, EPA harmonized the EPCRA 311/312 hazard categories with the 2012 OSHA hazard communication standard for classifying and labeling of chemicals (i.e. GHS). Please refer to Section 2 of the SDS to identify the appropriate hazard categories for reporting purposes.

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

Non-volatile (Wt) : Refer to the product technical data sheet for VOC information.

US State Regulations

Massachusetts Right To Know

No components are subject to the Massachusetts Right to Know Act.

Pennsylvania Right To Know

2-ethylhexanoic acid, compound with 2,4,6- 51365-70-9
tris[(dimethylamino)methyl]phenol
2-Ethylhexanoic acid 149-57-5

New Jersey Right To Know

2-ethylhexanoic acid, compound with 2,4,6- 51365-70-9
tris[(dimethylamino)methyl]phenol
2-Ethylhexanoic acid 149-57-5

New Jersey Trade Secret : NOT APPLICABLE
Registry Number for the
product (NJ TSRN)

California Prop 65 : This product does not contain any chemicals known to State
of California to cause cancer, birth defects, or any other
reproductive harm.

The components of this product are reported in the following inventories:

TSCA : We certify that all of the components of this product are either
listed on the TSCA Inventory or are not subject to the
notification requirements per 40 CFR 720 30(h).

Section 4 / 12(b) : Not applicable

Section 5 : Not applicable

DSL : We certify that all of the components of this product are listed
on the DSL.

: Complex of 2,4,6-Tris-(dimethylamino)-methylphenol and
ethylhexanoic acid

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

Version 4

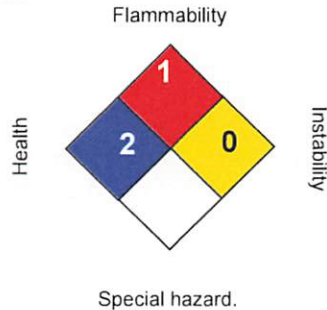
Revision Date 02/27/2018

Print Date 04/13/2018

SECTION 16. OTHER INFORMATION

Further information

NFPA:



HMIS III:

HEALTH	2*
FLAMMABILITY	1
PHYSICAL HAZARD	0

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

Revision Date : 02/27/2018

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Technical Data Sheet
Engineering Materials

Tyfo[®]-PWR

Two-Component Epoxy CIPP Compound

ELANTAS PDG, Inc.
5200 North Second Street
St. Louis, MO 63147
USA
Tel +1 314 621-5700
Fax +1 314 436-1030
info.elantas.pdg@altana.com
www.elantas.com

Tyfo[®]-PWR

Product Description

Tyfo[®]-PWR is a two-component, heat-curing, 100%-solids epoxy system.

Areas of Application

Impregnation of fiber and felt liners for cured-in-place pipe (CIPP)

Features and Benefits

- Designed for on-site application and trenchless repair of pipes
- Good workable pot life
- Compatible with moist surfaces
- NSF approved for potable water applications

Transportation / Storage

Store below 25°C / 77°F in a dry controlled environment out of direct sunlight. This material should be suitable for use stored under these conditions in the original sealed containers for twelve (12) months from the date of shipment.

Failure to store this product as recommended above may lead to deterioration in product performance.

Mix individual components thoroughly before use.

Health / Safety

Refer to the Safety Data Sheet.

See ELANTAS PDG Technical Bulletins *TI-100 - Handling Precautions for Epoxy Resins* and *TI-4005 - Epoxy Reaction Potential Hazards* for additional information.

Typical Properties of Material as Supplied

Property	Conditions	Value		Units
		Tyfo [®] -PWR Part A	Tyfo [®] -PWR Part B	
Viscosity	25°C / 77°F	2,400 – 3,600	500 - 800	cP
Weight per Gallon	25°C / 77°F	9.50 – 9.80	8.00 – 8.10	pounds
Flash Point	ASTM D93	> 94 > 201	> 94 > 201	°C °F
Mix Ratio	Parts by weight	100	4	

Typical Properties of Mixed Materials

Property	Conditions	Value	Units
Gel Time (200 mL)	25°C / 77°F	50 - 60	hours
Volatile Organic Content	ASTM D6053	< 0.1 ^[1]	pounds / gallon

^[1] VOC test methods and limits vary widely by regulatory jurisdiction and product application. The value above was obtained by curing a thin film under specific laboratory conditions (2 grams - 1 hour - 150°C). Contact your ELANTAS PDG representative regarding alternate methods.

Tyfo®-PWR

Processing / Curing Schedule

Tyfo®-PWR Part A and Tyfo®-PWR Part B should be conditioned before use by cooling to 15 – 20°C / 59 – 68°C. Add Part B to Part A in the ratio specified above using meter mix equipment or a mixing tank equipped with a mechanical mixer. Mix until homogenous (typically 4 - 6 minutes).

Keep mixture below 25°C / 77°F to maximize available pot life for application.

Saturate the pipe liner with the mixture, using vacuum if desired for improved penetration. Calendar, if necessary, to remove excess liquid.

Insert liner into pipe, maintaining air or water pressure to assure contact with the pipe surface. The system will cure at room temperature in 48 - 72 hours but a heat cure, with either hot water or steam, is recommended for best performance:

Cure: 4 hours at 90°C / 194°F

Pressure should be maintained during cool down to avoid collapse of the liner. This may require 8 – 10 hours depending on ambient temperature and the thickness of the liner.

The cure schedule above is based on time after the unit reaches the specified temperature and is a recommendation only. The user is responsible for determining the optimum cure conditions for his application.

Typical Mechanical Properties – Specimens cured 4 hours at 90°C / 194°F

Property	Test Method	Conditions	Value	Units
Shore Hardness	ASTM D2240	25°C / 77°F	D 83	
Linear Shrinkage	ASTM D2566		< 1	%
Tensile Strength	ASTM D638	25°C / 77°F	9,600	psi
Elongation	ASTM D638	25°C / 77°F	8	%
Glass Transition Temp. (T _g)	ASTM E831	TMA	77	°C
Coefficient of Thermal Expansion	ASTM E831	below T _g above T _g	70 240	ppm / °C ppm / °C

The above properties are typical values and are not intended for specification use.

ELANTAS PDG, Inc. warrants the chemical composition of its products within stated tolerances, but does not guarantee that a product will be appropriate for any particular application. Any recommendation, performance of tests or suggestion is offered merely as a guide and is not a substitute for a thorough evaluation by the user. No representative of ELANTAS PDG, Inc. has the authority to offer a warranty that a product will perform satisfactorily in manufacturing a product and no such representation should be relied upon.

The user may forward, distribute, and/or photocopy this document only if unaltered and complete, and should refrain from any unauthorized use. This document may not be copied to a website without specific authorization from ELANTAS PDG, Inc.



Tyfo®-PWR R00 01/27/17

Page 3 of 3

A member of  **ALTANA**

ALTERNATE PRODUCT BID

Polyester Resin Bid Form

BID FORM 8J: Bid Fees

Item	Description	Unit	Unit Price		
	Day Rate: Multiple Locations	EA	\$ 4,250.00		
Traffic Control/ MOT, Equipment Set-up and Monitoring					
	Mobilization Per Vehicle	EA	\$ 1,850.00		
Sanitary Sewer Manhole & Pipe Preparation/ Plug, Preclean and Video					
	Vac Truck, Pre Clean Sanitary Sewer	LF	\$ 5.00		
	CCTV/Video, Pre Video Sanitary Sewer	LF	\$ 3.00		
Sanitary Sewer CIPP Installation					
	CIPP Liner Equipment Site SET-up Per Run	EA	\$ 450.00		
Sanitary Sewer CIPP 4.5 mm Liner Thickness (used in 2 -14 ft manhole depths)					
				Minimum Footage	
	6" Diameter	LF	\$ 72.87	150	
	8" Diameter	LF	\$ 59.97	150	
	10" Diameter	LF	\$ 64.62	150	
	12" Diameter	LF	\$ 68.32	150	
	16" Diameter	LF	\$ 80.66	150	
	18" Diameter	LF	\$ 91.97	150	
	24" Diameter	LF	\$ 115.69	150	
Sanitary Sewer CIPP 6 mm Liner Thickness (used in 14-25 ft manhole depths or where more structural integrity is needed)					
				Minimum Footage	
	6" Diameter	LF	\$ 79.84	150	
	8" Diameter	LF	\$ 62.04	150	
	10" Diameter	LF	\$ 67.38	150	
	12" Diameter	LF	\$ 72.49	150	
	16" Diameter	LF	\$ 92.09	150	
	18" Diameter	LF	\$ 97.76	150	
	24" Diameter	LF	\$ 125.57	150	
Sanitary Sewer CIPP Reinstatement					
	Mainline Lateral Reinstatement	EA	\$ 365.00		
	Mainline Invert Reinstatement	EA	\$ 865.00		
Sanitary Sewer CIPP Installation Post Video					
	CCTV/Video, Post Video	LF	\$ 2.25		
Additional Services					
	Plugging Mainline 6"-10"	Day	\$ 475.00		
	Plugging Mainline 12"-16"	Day	\$ 895.00		
	Plugging Mainline 18"-24"	Day	\$ 1,295.00		
	Manhole Bypass Pumping 6"-10" Flow	Day	\$ 700.00		
	Manhole Bypass Pumping 12"-16" Flow	Day	\$ 2,400.00		
	Manhole Bypass Pumping 18"-24" Flow	Day	\$ 3,900.00		
	Mainline Hammer Tap/ Extended Lateral Removal	EA	\$ 2,500.00		
	Root Intrusion Removal	HRLY	\$ 275.00		
	Chemical Grout Repairs 6"-10"	EA	\$ 650.00		
	Chemical Grout Repairs 12"-16"	EA	\$ 850.00		
	Chemical Grout Repairs 18"-24"	EA	\$ 1,050.00		
	Additional Video and Reports	EA	\$ 75.00		



Worldwide Pipeline

17999 Edison Ave.

Tel: (636) 530-8000

Rehabilitation

Chesterfield, MO 63005

Fax: (636) 530-8744

**102T Series
Polyester Resin
Aug 2020**

**Polyester Resin for Gravity
CIPP Applications**

Insituform's 102T Series is a family of polyester resins for gravity sanitary and storm sewer applications. Resins currently approved for the 102T Series include:

AOC L758
Interplastic COR78-AT-559/5XX
AOC L721
Insituform 102T

Typical Resin/Felt Properties

Flexural Strength, psi/MPa	4,500/31.5	ASTM D 790
Flexural Modulus, psi/MPa	400,000/2,760	ASTM D 790

Description

Insituform's 102T Series resins are comprised of filled, thixotropic polyester resins and are excellent applications for sanitary and storm sewers. These resins can also be used in some industrial applications. Polyester resins provide the corrosion resistance required for sanitary sewer applications and also provide the durability needed for long-term applications.

Features

Good physical properties, corrosion resistant, durable, good long-term properties, excellent catalyzed pot life, high heat distortion temperature and high molecular weight.

Safety

Safety guidelines are available in the appropriate Material Safety Data Sheet.

Detailed Information

Detailed information for any of the approved resins in the 102T Series can be provided upon request.



Worldwide Pipeline

17999 Edison Ave.

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**102T Series
Polyester Resin
Aug 2020**

Corrosion Testing for Gravity CIPP Applications

Insituform's 102T Series is a family of polyester resins for gravity sanitary and storm sewer applications. Resins currently approved for the 102T Series include:

AOC L758
Interplastic COR78-AT-559/5XX
AOC L721
Insituform 102T

Typical Resin/Felt Properties

Flexural Strength, psi/MPa	4,500/31.5	ASTM D 790
Flexural Modulus, psi/MPa	400,000/2,760	ASTM D 790

Chemical Resistance Testing

CIPP laminates made from each of Insituform's 102T Series resins are tested for chemical resistance in accordance with ASTM F1216 for one month exposure and ASTM D5813 for one year exposure.

Test Results

The results of the ASTM F 1216 and D 5813 chemical corrosion testing are shown in the attached data sheets ASTM F 1216 CORROSION TESTING RESULTS and ASTM D 5813 CORROSION TESTING RESULTS, respectively.

Detailed Information

Detailed information for any of the approved resins in the 102T Series can be provided upon request.

**INSITUFORM TECHNOLOGIES
102T SERIES POLYESTER RESIN
ASTM D 5813 CORROSION TESTING RESULTS**

	AOC L721-LTA		AOC L758-LTI		COR 78-AT-559/5XX		INSITUFORM 102T	
	RETENTION	REQUIREMENT		REQUIREMENT	RETENTION	REQUIREMENT	RETENTION	REQUIREMENT
	VALUE	80%	VALUE	80%	VALUE	80%	VALUE	80%
CONTROL SAMPLE								
Flexural Modulus, psi	619,000		668,000		666,000		742,000	
1% NITRIC ACID								
Flexural Modulus, psi	533,000		561,000		620,000		700,000	
% Retention	86%	PASSED	84%	PASSED	93%	PASSED	94%	PASSED
5% SULFURIC ACID								
Flexural Modulus, psi	562,000		572,000		637,000		728,000	
% Retention	91%	PASSED	86%	PASSED	96%	PASSED	98%	PASSED
100% ASTM FUEL C								
FLEXURAL MODULUS, psi	587,000		666,000		595,000		744,000	
% Retention	95%	PASSED	100%	PASSED	89%	PASSED	100%	PASSED
100% VEGETABLE OIL								
FLEXURAL MODULUS, psi	634,000		665,000		674,000		753,000	
% Retention	102%	PASSED	100%	PASSED	101%	PASSED	101%	PASSED
0.10% DETERGENT								
Flexural Modulus, psi	550,000		591,000		638,000		633,000	
% Retention	89%	PASSED	89%	PASSED	96%	PASSED	85%	PASSED
0.10% SOAP								
Flexural Modulus, psi	553,000		651,000		645,000		654,000	
% Retention	89%	PASSED	98%	PASSED	97%	PASSED	88%	PASSED

August 2020

**INSITUFORM TECHNOLOGIES
102T SERIES PLOYESTER RESIN
ASTM F 1216 CORROSION TESTING RESULTS**

	AOC L721-LTA		AOC L758-LTI		COR 78-AT-559/5XX		INSITUFORM 102T	
	RETENTION	REQUIREMENT	RETENTION	REQUIREMENT	RETENTION	REQUIREMENT	RETENTION	REQUIREMENT
	VALUE	80%	VALUE	80%	VALUE	80%	VALUE	80%
CONTROL SAMPLE								
FLEXURAL STRENGTH, psi	6,650		6,048		8180		6,896	
FLEXURAL MODULUS, psi	590,000		722,710		665887		750,666	
TAP WATER								
FLEXURAL STRENGTH, psi	7,602		6,353		7896		6,703	
% RETENTION	114%	PASSED	100%	PASSED	97%	PASSED	97%	PASSED
FLEXURAL MODULUS, psi	551,706		632,142		648714		730,936	
% RETENTION	94%	PASSED	88%	PASSED	97%	PASSED	97%	PASSED
5% NITRIC ACID								
FLEXURAL STRENGTH, psi	7,464		5,924		7858		6,281	
% RETENTION	112%	PASSED	98%	PASSED	96%	PASSED	91%	PASSED
FLEXURAL MODULUS, psi	568,565		616,116		640045		755,552	
% RETENTION	96%	PASSED	85%	PASSED	96%	PASSED	101%	PASSED
10% PHOSPHORIC ACID								
FLEXURAL STRENGTH, psi	7,623		6,291		7709		7,177	
% RETENTION	115%	PASSED	100%	PASSED	94%	PASSED	104%	PASSED
FLEXURAL MODULUS, psi	544,623		678,126		663334		757,194	
% RETENTION	92%	PASSED	94%	PASSED	100%	PASSED	101%	PASSED
10% SULFURIC ACID								
FLEXURAL STRENGTH, psi	7,557		6,236		7774		6,989	
% RETENTION	114%	PASSED	100%	PASSED	95%	PASSED	101%	PASSED
FLEXURAL MODULUS, psi	575,028		646,307		667650		745,008	
% RETENTION	97%	PASSED	90%	PASSED	100%	PASSED	99%	PASSED
100% GASOLINE								
FLEXURAL STRENGTH, psi	8,397		6,576		8527		7,639	
% RETENTION	126%	PASSED	100%	PASSED	104%	PASSED	111%	PASSED
FLEXURAL MODULUS, psi	599,527		695,498		656421		765,138	
% RETENTION	102%	PASSED	96%	PASSED	99%	PASSED	102%	PASSED
100% VEGETABLE OIL								
FLEXURAL STRENGTH, psi	7,852		6,460		8039		6,772	
% RETENTION	118%	PASSED	100%	PASSED	98%	PASSED	98%	PASSED
FLEXURAL MODULUS, psi	624,613		685,065		675249		759,969	
% RETENTION	106%	PASSED	95%	PASSED	101%	PASSED	101%	PASSED
0.1% DETERGENT								
FLEXURAL STRENGTH, psi	7,125		6,396		7697		6,712	
% RETENTION	107%	PASSED	100%	PASSED	94%	PASSED	97%	PASSED
FLEXURAL MODULUS, psi	548,941		682,070		638719		737,963	
% RETENTION	93%	PASSED	94%	PASSED	96%	PASSED	98%	PASSED
0.1% SOAP								
FLEXURAL STRENGTH, psi	6,771		5,906		7778		7,164	
% RETENTION	101%	PASSED	98%	PASSED	95%	PASSED	104%	PASSED
FLEXURAL MODULUS, psi	562,800		649,337		644970		767,237	
% RETENTION	95%	PASSED	90%	PASSED	97%	PASSED	102%	PASSED



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**102T Series
Polyester Resin
Aug 2020**

Flexural Creep Testing for Gravity CIPP Applications

Insituform's 102T Series is a family of polyester resins for gravity sanitary and storm sewer applications. Resins currently approved for the 102T Series include:

AOC L758
Interplastic COR78-AT-559/5XX
AOC L721
Insituform 102T

Typical Resin/Felt Properties

Flexural Strength, psi/MPa	4,500/31.5	ASTM D 790
Flexural Modulus, psi/MPa	400,000/2,760	ASTM D 790

Flexural Creep Testing

CIPP laminates made from each of Insituform's 102T Series resins were tested for flexural creep in accordance with ASTM D2990 for 10,000 hours.

Test Results

The results of tests for each group of laminates were plotted from 100 hours to 10,000 hours on a log/log graph, and a linear trend line was created. The 50 year flexural creep modulus was estimated by extending the linear regression to 50 years.

Safety

Safety guidelines are available in the appropriate Material Safety Data Sheet.

Detailed Information

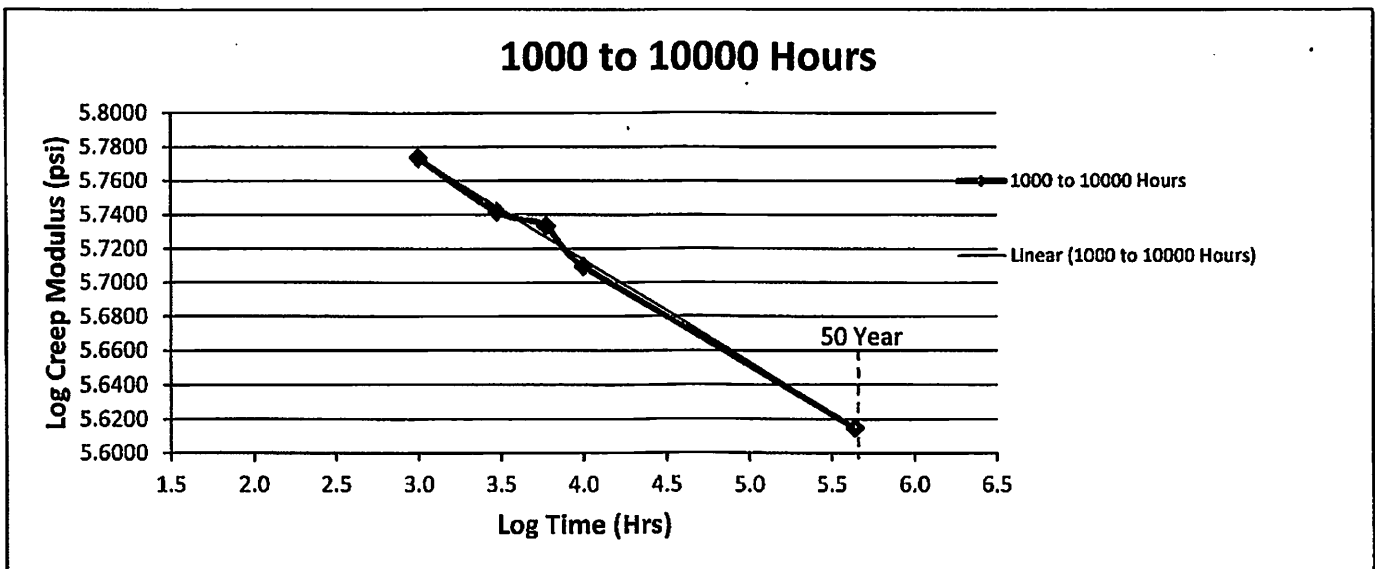
Detailed information for any of the approved resins in the 102T Series can be provided upon request.

ASTM D 2990 Creep Modulus Data
Insituform 102 T/TA Polyester Resin
Insituform-102 Series Resin
CENTRE for ADVANCEMENT of TRENCHLESS TECHNOLOGIES
Test Reporting Date May 1, 2005

Elapsed Time (hours)	Flex Displ Avg (in)	Flex Creep Mod Avg (psi)	Log Values	
			Time	Modulus
1000	0.7240	593614	3.0000	5.7735
3000	0.7767	552208	3.4771	5.7421
6000	0.7920	541394	3.7782	5.7335
10000	0.8350	512511	4.0000	5.7097
438000		412000	5.6415	5.6149

50-year projected creep modulus = 412,000 psi

Note: Data available in full report

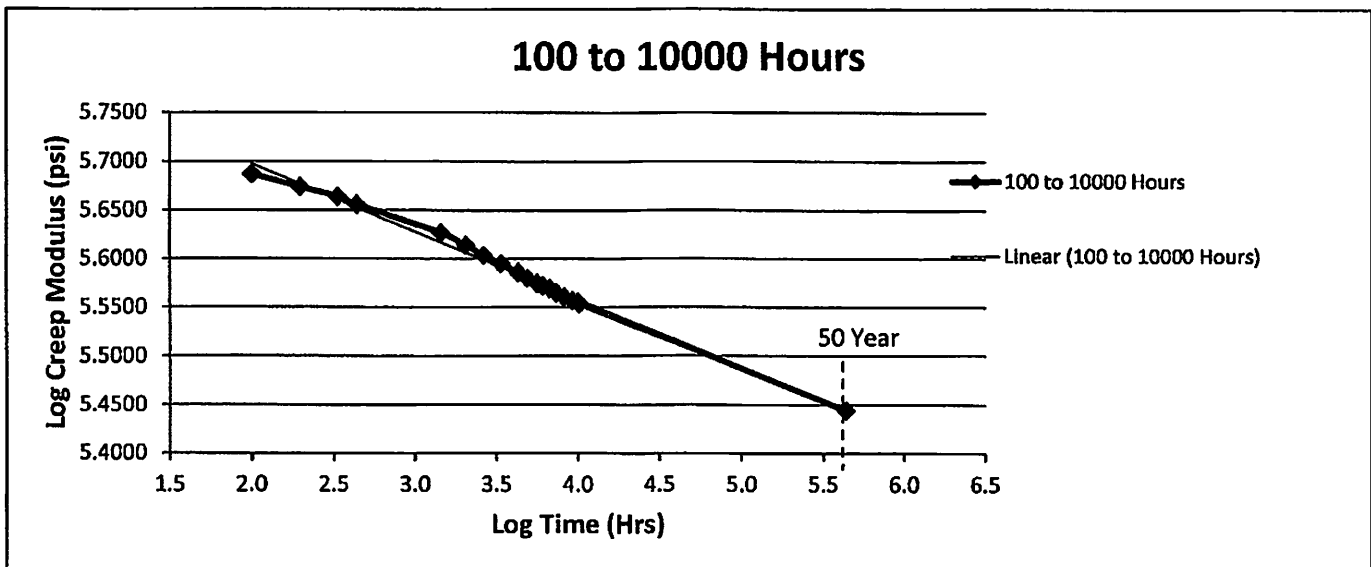


**ASTM D 2990 Creep Modulus Data
AOC L721-LT Polyester Resin
Insituform 102 Series Resin
Microbac**

Test Reporting Date December 13, 2011

Elapsed Time (hours)	Flex Displ Avg (in)	Flex Creep Mod Avg (psi)	Log Values	
			Time	Modulus
100	0.4277	486685	2.0004	5.6872
196	0.4268	472531	2.2911	5.6744
335	0.4260	461658	2.5244	5.6643
437	0.4254	453185	2.6404	5.6563
1441	0.4231	423727	3.1586	5.6271
2043	0.4220	411252	3.3102	5.6141
2620	0.4211	401484	3.4183	5.6037
3362	0.4203	393836	3.5266	5.5953
4293	0.4195	385482	3.6328	5.5860
4892	0.4190	380492	3.6895	5.5803
5640	0.4185	375809	3.7513	5.5750
6122	0.4182	373235	3.7869	5.5720
6718	0.4180	371235	3.8272	5.5696
7415	0.4175	367127	3.8701	5.5648
8230	0.4171	363806	3.9154	5.5609
9270	0.4168	360535	3.9671	5.5569
9913	0.4166	359357	3.9962	5.5555
10179	0.4165	358178	4.0077	5.5541
438000		278,100	5.6415	5.4442

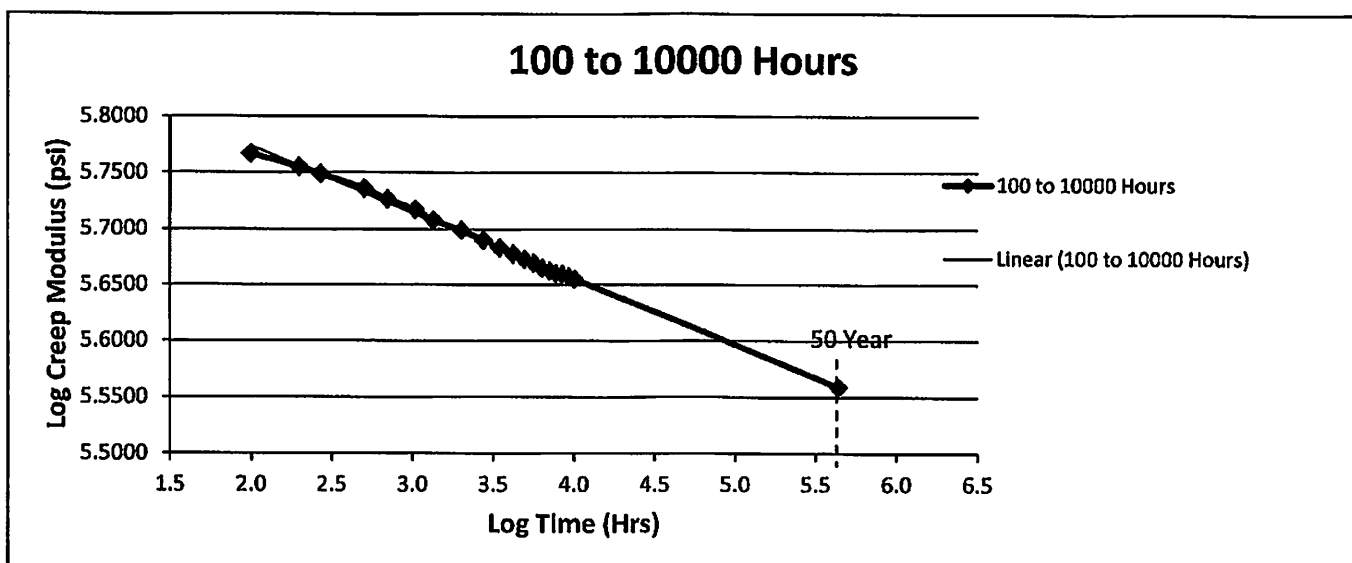
50-year projected creep modulus = 278,100 psi



ASTM D 2990 Creep Modulus Data
AOC L758-LTI Polyester Resin
Insituform 102 Series Resin
Hauser Laboratories Boulder, CO
Test Reporting Date August 17, 2005

Elapsed Time (hours)	Displacement Avg (in)	Creep Modulus Avg (psi)	Log Values	
			Time	Modulus
99	0.0290	584660	1.9948	5.7669
197	0.0298	569260	2.2953	5.7553
268	0.0303	560940	2.4285	5.7489
500	0.0312	544620	2.6993	5.7361
698	0.0318	533000	2.8440	5.7267
1037	0.0325	522140	3.0157	5.7178
1343	0.0932	510740	3.1281	5.7082
2014	0.0339	500180	3.3040	5.6991
2758	0.0346	489720	3.4406	5.6899
3458	0.0352	482240	3.5388	5.6833
4200	0.0356	476220	3.6233	5.6778
4925	0.0360	471140	3.6924	5.6731
5637	0.0363	467240	3.7510	5.6695
6381	0.0367	462120	3.8049	5.6648
7102	0.0369	459640	3.8514	5.6624
7751	0.0371	457380	3.8894	5.6603
8493	0.0372	456440	3.9291	5.6594
9262	0.0373	454440	3.9667	5.6575
10011	0.0375	452500	4.0005	5.6556
438000		362300	5.6415	5.5591

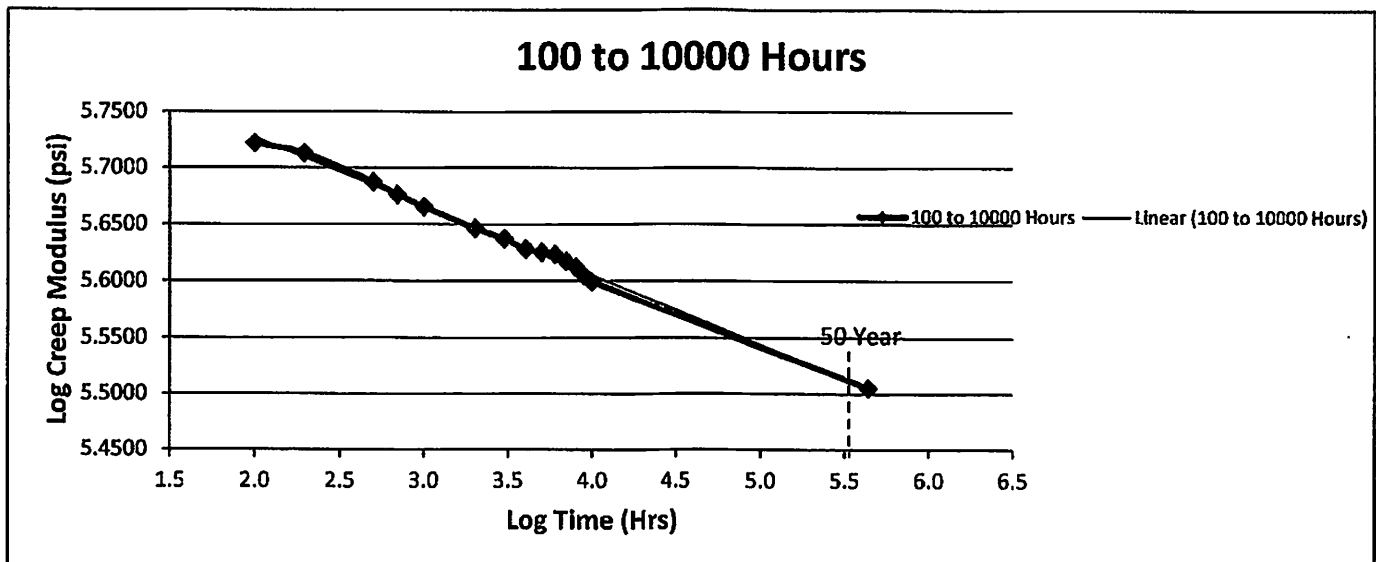
50-year projected creep modulus = 362,300 psi



ASTM D 2990 Creep Modulus Data
Interplastic COR 78-AT-559/5XX Polyester Resin
Insituform-102 Series Resin
Interplastic Corporation Thermoset Resins Division
Test Reporting Date September 18, 2012

Elapsed Time (hours)	Displacement Avg (in)	Creep Modulus Avg (psi)	Log Values	
			Time	Modulus
100	no data	527400	2.0000	5.7221
196	available	516500	2.2923	5.7131
500		486900	2.6990	5.6874
700		474600	2.8451	5.6763
1004		463100	3.0017	5.6657
2012		443300	3.3036	5.6467
3019		433900	3.4799	5.6374
4028		424900	3.6051	5.6283
5036		422000	3.7021	5.6253
6044		420400	3.7813	5.6237
7052		414400	3.8483	5.6174
8059		409400	3.9063	5.6121
9000		402700	3.9542	5.6050
10003		397800	4.0001	5.5997
438000		320200	5.6415	5.5054

50-year projected creep modulus = 320,200



Product Information

Isophthalic Based Resin for Underground Sewer Pipe Liners

TYPICAL LIQUID RESIN PROPERTIES

	Nominal	Test Method
Flexural Strength, psi/MPa	4,500/31.5	ASTM D 790
Flexural Modulus, psi/GPa	400,000/2.7	ASTM D 790

*Typical properties are not to be construed as specifications.

DESCRIPTION

AOC's 102 T Filled is a high molecular weight isophthalic unsaturated polyester resin that was developed for Insituform Technologies, Inc. and their licensees. 102 T Filled provides the corrosion resistance, durability and toughness that is required in this demanding application. Using recommended catalyst systems and temperatures, up to 50 hours of catalyzed pot life may be obtained. 102 T Filled thixotropic properties reduce resin pooling while providing superior PET felt wet-out.

FEATURES

- Excellent catalyzed pot life
- Superior mechanical properties
- High molecular weight
- High heat distortion temperature

APPLICATION

- Sewer pipe liners



PERFORMANCE GUIDELINES

Consistent shop conditions contribute to consistent gel times.

STORAGE STABILITY

Resins are stable for three months from date of production when stored in the original containers away from sunlight at no more than 70°F/21°C. After extended storage, some drift may occur in gel time. During the hot summer months, no more than two months stability at 86°F/30°C should be anticipated.

SAFETY

See appropriate Material Safety Data Sheet for guidelines.

ISO 9001:2000 CERTIFIED

The Quality Management Systems at every AOC manufacturing facility have been certified as meeting ISO 9001:2000 standards. This certification recognizes that each AOC facility has an internationally accepted model in place for managing and assuring quality. We follow the practices set forth in this model to add value to the resins we make for our customers.

Global Contacts

Insitutufom® CIPP (CURED)

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 5: Firefighting measures

5.1. Extinguishing media

No additional information available

5.2. Special hazards arising from the substance or mixture

- Fire hazard : Not considered flammable, but may burn at high temperatures.
- Explosion hazard : Product is not explosive.
- Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

5.3. Advice for firefighters

- Firefighting instructions : Exercise caution when fighting any chemical fire.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

- General measures : Do not breathe fumes from fires or vapors from decomposition. Avoid prolonged contact with eyes, skin and clothing.

6.1.1. For non-emergency personnel

- Protective equipment : Use appropriate personal protection equipment (PPE). Evacuate unnecessary personnel.
- Emergency procedures : Ventilate spillage area.

6.1.2. For emergency responders

- Protective equipment : Do not attempt to take action without suitable protective equipment.
- Emergency procedures : Ventilate area.

6.2. Environmental precautions

None known.

6.3. Methods and material for containment and cleaning up

- For containment : Contain and collect as any solid.
- Methods for cleaning up : Clean up spills immediately and dispose of waste safely.

6.4. Reference to other sections

For further information refer to section 8: "Exposure controls/personal protection".

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Additional hazards when processed : When heated to decomposition, emits toxic fumes.
- Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Store in a dry, cool and well-ventilated place.
- Incompatible products : Strong acids. Strong bases. Strong oxidizers.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Titanium Dioxide (13463-67-7)		
ACGIH	ACGIH TWA (mg/m ³)	10 mg/m ³ (Titanium dioxide; USA; Time-weighted average exposure limit 8 h; TLV - Adopted Value)
ACGIH	Remark (ACGIH)	LRT irr; A3
OSHA	OSHA PEL (TWA) (mg/m ³)	15 mg/m ³

8.2. Exposure controls

- Appropriate engineering controls : Ensure good ventilation of the work station.

Insitutufom® CIPP (CURED)

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Personal protective equipment

: Gloves, Safety glasses.



Hand protection

: Protective gloves.

Eye protection

: Safety glasses.

Respiratory protection

: None required under normal product handling conditions. If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: White polyester fiber tube containing cured resin.
Color	: Blue; White
Odor	: No data available
Odor threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: Not applicable
Boiling point	: No data available
Flash point	: Not applicable
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: No data available
Explosion limits	: Not applicable
Explosive properties	: No data available
Oxidizing properties	: No data available
Vapor pressure	: No data available
Relative density	: Not applicable
Relative vapor density at 20 °C	: No data available
Solubility	: No data available
Log Pow	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity	: No data available
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

No additional information available

Insitutufom® CIPP (CURED)

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Titanium Dioxide (13463-67-7)	
LD50 oral rat	> 10000 mg/kg (Rat; OECD 425: Acute Oral Toxicity: Up-and-Down Procedure; Experimental value; > 5000 mg/kg bodyweight; Rat; Experimental value)
LD50 dermal rabbit	> 10000 mg/kg (Rabbit; Literature study)
LC50 inhalation rat (mg/l)	> 6.8 mg/l/4h (Rat; Experimental value)

Skin corrosion/irritation : Not classified
Serious eye damage/irritation : Not classified
Respiratory or skin sensitization : Not classified
Germ cell mutagenicity : Not classified
Carcinogenicity : Suspected of causing cancer.

Titanium Dioxide (13463-67-7)	
IARC group	2B - Possibly carcinogenic to humans

Reproductive toxicity : Not classified
Specific target organ toxicity (single exposure) : Not classified
Specific target organ toxicity (repeated exposure) : Not classified
Aspiration hazard : Not classified
Symptoms/injuries after inhalation : Not expected to present a significant inhalation hazard under anticipated conditions of normal use.
Symptoms/injuries after skin contact : Product is not irritating for the skin.
Symptoms/injuries after eye contact : Eye contact is not considered a potential route of exposure.
Chronic symptoms : None known.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

Titanium Dioxide (13463-67-7)	
EC50 Daphnia 1	> 100 mg/l (LC50; Equivalent or similar to OECD 202; 48 h; Daphnia magna; Static system; Fresh water; Weight of evidence)
Threshold limit algae 1	61 mg/l (EC50; Other; 72 h; Pseudokirchneriella subcapitata; Static system; Fresh water; Experimental value)

12.2. Persistence and degradability

Titanium Dioxide (13463-67-7)	
Persistence and degradability	Biodegradability: not applicable. Low potential for mobility in soil.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable

12.3. Bioaccumulative potential

Titanium Dioxide (13463-67-7)	
Bioaccumulative potential	Not bioaccumulative.

12.4. Mobility in soil

No additional information available

Insitutuform® CIPP (CURED)

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste treatment methods : Dispose of contents/container in accordance with local, state, and federal regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not regulated for transport

TDG

TDG Primary Hazard Classes : Not regulated for transport

Transport by sea

Class (IMDG) : Not regulated for transport

Air transport

Class (IATA) : Not regulated for transport

SECTION 15: Regulatory information

15.1. US Federal regulations

Titanium Dioxide (13463-67-7)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Propylene ethylene copolymer (9010-79-1)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

National regulations

Titanium Dioxide (13463-67-7)

Listed on IARC (International Agency for Research on Cancer)

15.3. US State regulations

Titanium Dioxide (13463-67-7)

U.S. - New Jersey - Right to Know Hazardous Substance List

SECTION 16: Other information

Other information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

SDS US (GHS HazCom 2012)

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product



Insituform® CIPP (Uncured)

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations
Revision Date: 08/10/2015 Date of issue: 08/10/2015

Version: 1.0

SECTION 1: IDENTIFICATION

1.1. Product Identifier

Product Form: Mixture

Product Name: Insituform® CIPP (Uncured)

Product Code: Impregnated Insitutube Product (Polyester Filled)

1.2. Intended Use of the Product

Use of the substance/mixture: Sewer rehabilitation. For professional use only.

1.3. Name, Address, and Telephone of the Responsible Party

Company

Insituform Technologies, LLC

17988 Edison Ave.

Chesterfield, MO 63005

T: 636.530.8000

www.insituform.com

1.4. Emergency Telephone Number

Emergency Number : 877.576.2653

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the Substance or Mixture

Classification (GHS-US)

Flam. Liq. 3 H226

Skin Irrit. 2 H315

Eye Irrit. 2A H319

Skin Sens. 1 H317

Carc. 2 H351

STOT SE 3 H335

STOT RE 1 H372

Asp. Tox. 1 H304

Full text of H-phrases: see section 16

2.2. Label Elements

GHS-US Labeling

Hazard Pictograms (GHS-US)



Signal Word (GHS-US)

Hazard Statements (GHS-US)

- : Danger
- : H226 - Flammable liquid and vapor.
- : H304 - May be fatal if swallowed and enters airways.
- : H315 - Causes skin irritation.
- : H317 - May cause an allergic skin reaction.
- : H319 - Causes serious eye irritation.
- : H335 - May cause respiratory irritation.
- : H351 - Suspected of causing cancer.
- : H372 - Causes damage to organs through prolonged or repeated exposure.
- : P201 - Obtain special instructions before use.
- : P202 - Do not handle until all safety precautions have been read and understood.
- : P210 - Keep away from extremely high or low temperatures, ignition sources, and incompatible materials. - No smoking.
- : P233 - Keep container tightly closed.
- : P240 - Ground/bond container and receiving equipment.
- : P241 - Use explosion-proof electrical, ventilating, and lighting equipment.
- : P242 - Use only non-sparking tools.
- : P243 - Take precautionary measures against static discharge.
- : P260 - Do not breathe vapors, mist, or spray.
- : P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.
- : P270 - Do not eat, drink or smoke when using this product.

Precautionary Statements (GHS-US)

Insituform® CIPP (Uncured)

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

P271 - Use only outdoors or in a well-ventilated area.
P272 - Contaminated work clothing must not be allowed out of the workplace.
P273 - Avoid release to the environment.
P280 - Wear protective gloves, protective clothing, and eye protection.
P301+P310 - IF SWALLOWED: Immediately call a poison center or doctor.
P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
P304+P340 - IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P308+P313 - If exposed or concerned: Get medical advice/attention.
P331 - Do NOT induce vomiting.
P362+P364 - Take off contaminated clothing and wash it before reuse.
P370+P378 - In case of fire: Use alcohol resistant foam, carbon dioxide (CO₂), extinguishing powder to extinguish.
P391 - Collect spillage.
P403+P235 - Store in a well-ventilated place. Keep cool.
P405 - Store locked up.
P501 - Dispose of contents/container in accordance with local, regional, national, and international regulations.

2.3. Other Hazards

This material contains organic peroxides. Heating may cause hazardous decomposition. Hazardous decomposition products from peroxides are flammable and can be explosive under confinement. Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions.

2.4. Unknown Acute Toxicity (GHS-US)

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1. Substance

Not applicable

3.2. Mixture

Name	Product Identifier	%	Classification (GHS-US)
Styrene	(CAS No) 100-42-5	< 45	Flam. Liq. 3, H226 Acute Tox. 4 (Oral), H302 Acute Tox. 4 (Inhalation: vapor), H332 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Carc. 2, H351 STOT SE 3, H335 STOT RE 1, H372 Asp. Tox. 1, H304 Aquatic Acute 2, H401 Aquatic Chronic 3, H412
Talc	Proprietary	<= 30	Not classified
Proprietary 1 – Organic Peroxide	Proprietary	<= 3	Org. Perox. C, H242 Skin Sens. 1, H317 Aquatic Acute 1, H400 Aquatic Chronic 1, H410
Proprietary 2 – Organic Peroxide	Proprietary	<= 3	Org. Perox. D, H242 Skin Sens. 1, H317

Insituform® CIPP (Uncured)

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Proprietary 3 – Organic Peroxide	Proprietary	<= 3	Org. Perox. C, H242 Acute Tox. 4 (Inhalation:dust,mist), H332 Skin Irrit. 2, H315 Skin Sens. 1, H317 Aquatic Acute 1, H400 Aquatic Chronic 3, H412
Proprietary 4 – Organic Peroxide	Proprietary	<= 3	Org. Perox. C, H242 Skin Sens. 1, H317 Aquatic Acute 3, H402 Aquatic Chronic 3, H412
Proprietary 5 – Organic Peroxide	Proprietary	<= 3	Org. Perox. B, H241
Proprietary 6 – Organic Peroxide	Proprietary	<= 3	Org. Perox. D, H242 Skin Sens. 1, H317 Aquatic Acute 1, H400 Aquatic Chronic 1, H410
Butylcyclohexanol	Proprietary	<= 1.5	Eye Irrit. 2A, H319 Aquatic Acute 3, H402
Quartz	Proprietary	<= 1	Carc. 1A, H350* STOT SE 3, H335 STOT RE 1, H372
Alkanes	Proprietary	<= 1	Asp. Tox. 1, H304 Aquatic Chronic 4, H413
Isododecane	Proprietary	<= 1	Asp. Tox. 1, H304
Titanium dioxide	Proprietary	<= 0.5	Carc. 2, H351**

*Evidence indicates that quartz dust causes cancer and lung disease when inhaled over an extended period of time. Since this product is in a liquid form, the quartz dust is not able to become airborne and cannot be inhaled. Thus, the hazards usually associated with quartz dust are not applicable to this product.

**Titanium dioxide is suspected of causing cancer through inhalation. Since this product is in a liquid form, titanium dioxide is not able to become airborne and cannot be inhaled. Thus, the hazards usually associated with titanium dioxide dust are not applicable to this product.

The specific chemical identity and/or exact percentage of composition has been withheld as a trade secret within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200].

Full text of H-phrases: see section 16

SECTION 4: FIRST AID MEASURES

4.1. Description of First Aid Measures

First-aid Measures General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible).

First-aid Measures After Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

First-aid Measures After Skin Contact: Remove contaminated clothing. Drench affected area with water or soap and water for at least 15 minutes. Wash contaminated clothing before reuse. Obtain medical attention if irritation develops or persists.

First-aid Measures After Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

First-aid Measures After Ingestion: Do NOT induce vomiting. Rinse mouth. Immediately call a POISON CENTER or doctor/physician.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/Injuries: Causes serious eye irritation. Causes skin irritation. May cause an allergic skin reaction. Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure. May cause respiratory irritation. May be fatal if swallowed and enters airways.

Symptoms/Injuries After Inhalation: Sneezing, coughing, burning sensation of throat with constricting sensation of the larynx and difficulty in breathing.

Symptoms/Injuries After Skin Contact: Redness, pain, swelling, itching, burning, dryness, and dermatitis.

Symptoms/Injuries After Eye Contact: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

Insituform® CIPP (Uncured)

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Symptoms/Injuries After Ingestion: The major health threat of ingestion occurs from the danger of aspiration (breathing) of liquid drops into the lungs, particularly from vomiting. Aspiration may result in chemical pneumonia (fluid in the lungs), severe lung damage, respiratory failure and even death.

Chronic Symptoms: Repeated or prolonged inhalation of fumes or vapors may result in hearing loss. Suspected of causing cancer. Chronic exposure may cause defatting of the skin.

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

5.1. Extinguishing Media

Suitable Extinguishing Media: Carbon dioxide (CO₂), alcohol-resistant foam, or dry chemical.

Unsuitable Extinguishing Media: Do not use halons. Do not use a heavy water stream. Use of heavy stream of water may spread fire. Application of water stream to hot product may cause frothing and increase fire intensity.

5.2. Special Hazards Arising From the Substance or Mixture

Fire Hazard: Flammable liquid and vapor. Vapors may travel to source of ignition and flash back.

Explosion Hazard: May form flammable/explosive vapor-air mixture.

Reactivity: This material contains organic peroxides. Heating may cause hazardous decomposition. Hazardous decomposition products from peroxides are flammable and can be explosive under confinement. May react violently with incompatible materials.

5.3. Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Other Information: Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid all contact with skin, eyes, or clothing. Avoid breathing (dust, vapor, mist, spray. Keep away from heat, sparks, open flames, hot surfaces. – No smoking.

6.1.1. For Non-emergency Personnel

Protective Equipment: Use appropriate personal protection equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

6.1.2. For Emergency Responders

Protective Equipment: If specialized clothing is required to deal with spillage, take note of any information in Section 8 on suitable and unsuitable materials. Use appropriate personal protection equipment (PPE).

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit.

6.2. Environmental Precautions

Avoid dispersal of spilled material.

6.3. Methods and Material for Containment and Cleaning Up

For Containment: Contain and/or absorb spill with inert material, then place in suitable container. Do not take up in combustible material such as saw dust or cellulosic material.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Spills should be contained with mechanical barriers. Transfer spilled material to a suitable container for disposal. Use only non-sparking tools. Contact competent authorities after a spill.

6.4. Reference to Other Sections

See Heading 8. Exposure controls and personal protection. For further information refer to Section 13.

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for Safe Handling

Additional Hazards When Processed: Flammable vapors can accumulate in head space of closed systems. Any proposed use of this product in elevated-temperature processes should be thoroughly evaluated to assure that safe operating conditions are established and maintained. Proper grounding procedures to avoid static electricity should be followed.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

Insituform® CIPP (Uncured)

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

7.2. Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations. Ground/bond container and receiving equipment. Use only non-sparking tools. Use explosion-proof electrical, ventilating, and lighting equipment.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.

Incompatible Products: Strong acids. Strong bases. Strong oxidizers. Accelerators. Heavy metals. Heavy metal salts. Reducing agents. Rust. Amines. Sulfur compounds.

7.3. Specific End Use(s)

Sewer rehabilitation. For professional use only.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), or OSHA (PEL).

Styrene (100-42-5)		
USA ACGIH	ACGIH TWA (ppm)	20 ppm
USA ACGIH	ACGIH STEL (ppm)	40 ppm
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	215 mg/m ³
USA NIOSH	NIOSH REL (TWA) (ppm)	50 ppm
USA NIOSH	NIOSH REL (STEL) (mg/m ³)	425 mg/m ³
USA NIOSH	NIOSH REL (STEL) (ppm)	100 ppm
USA IDLH	US IDLH (ppm)	700 ppm
USA OSHA	OSHA PEL (TWA) (ppm)	100 ppm
USA OSHA	OSHA PEL (Ceiling) (ppm)	200 ppm
Quartz		
USA ACGIH	ACGIH TWA (mg/m ³)	0.025 mg/m ³ (respirable fraction)
USA ACGIH	ACGIH chemical category	A2 - Suspected Human Carcinogen
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	0.05 mg/m ³ (respirable dust)
USA IDLH	US IDLH (mg/m ³)	50 mg/m ³ (respirable dust)
USA OSHA	OSHA PEL (STEL) (mg/m ³)	250 mppcf/%SiO ₂ +5, 10mg/m ³ /%SiO ₂ +2
Titanium dioxide		
USA ACGIH	ACGIH TWA (mg/m ³)	10 mg/m ³
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen
USA IDLH	US IDLH (mg/m ³)	5000 mg/m ³
USA OSHA	OSHA PEL (TWA) (mg/m ³)	15 mg/m ³ (total dust)
Talc		
USA ACGIH	ACGIH TWA (mg/m ³)	2 mg/m ³ (particulate matter containing no asbestos and <1% crystalline silica, respirable fraction)
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen containing no asbestos fibers
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	2 mg/m ³ (containing no Asbestos and <1% Quartz-respirable dust)
USA IDLH	US IDLH (mg/m ³)	1000 mg/m ³ (containing no asbestos and <1% quartz)

8.2. Exposure Controls

Appropriate Engineering Controls

: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Gas detectors should be used when flammable gases or vapors may be released. Use explosion-proof equipment. Ensure all national/local regulations are observed.

Personal Protective Equipment

: Gloves. Insufficient ventilation: wear respiratory protection. Safety glasses.



Insituform® CIPP (Uncured)

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Materials for Protective Clothing	: When a risk assessment indicates protective clothing is necessary, chemically resistant materials and fabrics should be used.
Hand Protection	: Wear chemically resistant protective gloves.
Eye Protection	: Chemical safety glasses.
Skin and Body Protection	: Personal protective equipment for the skin and body should be selected based on the task being performed and when a risk assessment indicates this is necessary.
Respiratory Protection	: If exposure limits are exceeded or if a risk assessment indicates it is necessary, approved respiratory protection should be worn.
Environmental Exposure Controls	: Do not allow the product to be released into the environment.
Consumer Exposure Controls	: Do not eat, drink or smoke during use.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Transparent, white, blue coated felt impregnated with putty-like, semi-solid liquid
Odor	: Aromatic
Odor Threshold	: No data available
pH	: No data available
Evaporation Rate	: No data available
Melting Point	: No data available
Freezing Point	: No data available
Boiling Point	: No data available
Flash Point	: 31 °C (87.8 °F) (TCC)
Auto-ignition Temperature	: No data available
Decomposition Temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20 °C	: No data available
Relative Density	: No data available
Solubility	: No data available
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available

9.2. Other Information No additional information available.

SECTION 10: STABILITY AND REACTIVITY

- 10.1. Reactivity:** This material contains organic peroxides. Heating may cause hazardous decomposition. Hazardous decomposition products from peroxides are flammable and can be explosive under confinement. May react violently with incompatible materials.
- 10.2. Chemical Stability:** Stable under recommended handling and storage conditions (see section 7).
- 10.3. Possibility of Hazardous Reactions:** Hazardous polymerization may occur.
- 10.4. Conditions to Avoid:** Direct sunlight. Extremely high or low temperatures. Sparks, heat, open flame and other sources of ignition. Incompatible materials.
- 10.5. Incompatible Materials:** Strong acids. Strong bases. Strong oxidizers. Accelerators. Heavy metals. Heavy metal salts. Reducing agents. Rust. Amines. Sulfur compounds.
- 10.6. Hazardous Decomposition Products:** Benzoic acid. Tert-butanol. Acetone. Benzene. Methane. 3,3,5-trimethylcyclohexane. Thermal decomposition generates: Carbon oxides (CO, CO₂). Nitrogen oxides. Hydrocarbons. Alcohols. Metal oxides. Methylene Diphenyl Diisocyanate (MDI). Organic compounds. Irritating or toxic vapors.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information On Toxicological Effects

Acute Toxicity: Not classified

Styrene (100-42-5)	
LD50 Oral Rat	1000 mg/kg
LC50 Inhalation Rat	11.7 mg/l/4h

Insituform® CIPP (Uncured)

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Quartz	
LD50 Oral Rat	> 5000 mg/kg
LD50 Dermal Rat	> 5000 mg/kg
Proprietary 3 – Organic Peroxide	
ATE (Dust/Mist)	1.50 mg/l/4h
Butylcyclohexanol	
LD50 Oral Rat	4200 mg/kg
LD50 Dermal Rabbit	> 5 g/kg
Titanium dioxide	
LD50 Oral Rat	> 10000 mg/kg

Skin Corrosion/Irritation: Causes skin irritation.

Serious Eye Damage/Irritation: Causes serious eye irritation.

Respiratory or Skin Sensitization: May cause an allergic skin reaction.

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Suspected of causing cancer.

This product contains styrene, which results in the category 2 carcinogen classification. Classifications of styrene from IARC, NTP, and the OSHA Hazard Communication Carcinogen List are shown below. The 13th Report on Carcinogens by the National Toxicology Program classified styrene as “reasonably anticipated to be a human carcinogen based on limited evidence of carcinogenicity from studies in humans, sufficient evidence of carcinogenicity from studies in experimental animals, and supporting data on mechanisms of carcinogenesis” (NTP. 2014. *Report on Carcinogens, Thirteenth Edition*). Additional studies have been conducted with mixed results regarding the carcinogenicity hazard associated with Styrene.

1) A published study suggested that “S-induced mouse lung tumors are unlikely to be relevant to human risk” (*Regulatory Toxicology and Pharmacology*. 2013 June; 66 (1)).

2) A recent update to an extensive study of reinforced plastic workers found “no coherent evidence that styrene exposure increases risk from cancers of the lymphatic and hematopoietic tissue, pancreas, or lung” (*Epidemiology*. 2013 March; 24 (2)).

Based on the weight of evidence and supplier information, styrene was classified as a category 2 carcinogen.

Styrene (100-42-5)	
IARC group	2B
National Toxicology Program (NTP) Status	Reasonably anticipated to be Human Carcinogen.
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.
Quartz	
IARC group	1
National Toxicology Program (NTP) Status	Known Human Carcinogens.
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.
Titanium dioxide	
IARC group	2B
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.
Talc	
IARC group	3
National Toxicology Program (NTP) Status	Evidence of Carcinogenicity, Twelfth Report - Items under consideration.

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): May cause respiratory irritation.

Specific Target Organ Toxicity (Repeated Exposure): Causes damage to organs (ears) through prolonged or repeated exposure (Inhalation).

Aspiration Hazard: May be fatal if swallowed and enters airways.

Symptoms/Injuries After Inhalation: Sneezing, coughing, burning sensation of throat with constricting sensation of the larynx and difficulty in breathing.

Symptoms/Injuries After Skin Contact: Redness, pain, swelling, itching, burning, dryness, and dermatitis.

Symptoms/Injuries After Eye Contact: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

Symptoms/Injuries After Ingestion: The major health threat of ingestion occurs from the danger of aspiration (breathing) of liquid drops into the lungs, particularly from vomiting. Aspiration may result in chemical pneumonia (fluid in the lungs), severe lung damage, respiratory failure and even death.

Chronic Symptoms: Repeated or prolonged inhalation of fumes or vapors may result in hearing loss. Suspected of causing cancer. Chronic exposure may cause defatting of the skin.

Insituform® CIPP (Uncured)

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Ecology - General : This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

Ecology - Water : Toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Styrene (100-42-5)	
LC50 Fish 1	3.24 - 4.99 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
EC50 Daphnia 1	3.3 - 7.4 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC 50 Fish 2	19.03 - 33.53 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
NOEC (acute)	44 mg/kg (Exposure time: 14 Days - Species: Eisenia foetida [soil dry weight])

Proprietary 2 – Organic Peroxide	
EC50 Daphnia 1	> 100 g/l
ErC50 (algae)	> 100 mg/l (Exposure Time: 72 h - Species: Raphidocelis subcapitata)
NOEC chronic algae	100 mg/l (Species: Pseudokirchnerella subcapitata)

Butylcyclohexanol	
EC50 Daphnia 1	46 mg/l (Exposure time: 48 h - Species: Daphnia magna)
Talc	
LC50 Fish 1	> 100 g/l (Exposure time: 96 h - Species: Brachydanio rerio [semi-static])

12.2. Persistence and Degradability No additional information available.

12.3. Bioaccumulative Potential

Styrene (100-42-5)	
BCF fish 1	13.5
Log Pow	2.95
Butylcyclohexanol	
Log Pow	3.23
Talc	
BCF fish 1	(no known bioaccumulation)

12.4. Mobility in Soil No additional information available.

12.5. Other Adverse Effects

Other Information : Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, and international regulations.

Additional Information: Handle empty containers with care because residual vapors are flammable.

Ecology – Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

14.1. In Accordance with DOT

Proper Shipping Name : RESIN SOLUTION flammable
Hazard Class : 3
Identification Number : UN1866
Label Codes : 3
Packing Group : III
ERG Number : 127



14.2. In Accordance with IMDG

Proper Shipping Name : RESIN SOLUTION
Hazard Class : 3
Identification Number : UN1866
Packing Group : III
Label Codes : 3
EmS-No. (Fire) : F-E
EmS-No. (Spillage) : S-E



14.3. In Accordance with IATA

Insituform® CIPP (Uncured)

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Proper Shipping Name : RESIN SOLUTION
Packing Group : III
Identification Number : UN1866
Hazard Class : 3
Label Codes : 3
ERG Code (IATA) : 3L



SECTION 15: REGULATORY INFORMATION

15.1 US Federal Regulations

Insituform® CIPP (Uncured)	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard Fire hazard Reactive hazard
Styrene (100-42-5)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on United States SARA Section 313	
SARA Section 313 - Emission Reporting	0.1 %
Quartz	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard
Proprietary 2 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 1 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 3 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 5 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Alkanes	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Isododecane	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 4 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Butylcyclohexanol	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Titanium dioxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
SARA Section 311/312 Hazard Classes	Delayed (chronic) health hazard
Talc (14807-96-6)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 6 – Organic Peroxide (686-31-7)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

15.2 US State Regulations

Quartz	
U.S. - California - Proposition 65 - Carcinogens List	WARNING: This product contains chemicals known to the State of California to cause cancer.
Titanium dioxide	
U.S. - California - Proposition 65 - Carcinogens List	WARNING: This product contains chemicals known to the State of California to cause cancer.
Styrene (100-42-5)	
U.S. - Massachusetts - Right To Know List	

Insituform® CIPP (Uncured)

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List
U.S. - Pennsylvania - RTK (Right to Know) List

Quartz

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Proprietary 3 – Organic Peroxide

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Titanium dioxide

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Talc

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 08/10/2015
Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200. This document has been prepared in accordance with standards for workplace safety. The precautionary statements and warnings included might not apply in all cases. Your needs may vary depending on the potential for exposure in your workplace.

GHS Full Text Phrases:

Acute Tox. 4 (Inhalation:dust,mist)	Acute toxicity (inhalation:dust,mist) Category 4
Acute Tox. 4 (Inhalation:vapor)	Acute toxicity (inhalation:vapor) Category 4
Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 1	Hazardous to the aquatic environment - Chronic Hazard Category 1
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Aquatic Chronic 4	Hazardous to the aquatic environment - Chronic Hazard Category 4
Asp. Tox. 1	Aspiration hazard Category 1
Carc. 1A	Carcinogenicity Category 1A
Carc. 1B	Carcinogenicity Category 1B
Carc. 2	Carcinogenicity Category 2
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Flam. Liq. 3	Flammable liquids Category 3
Org. Perox. B	Organic Peroxide Category B
Org. Perox. C	Organic Peroxide Category C
Org. Perox. D	Organic Peroxide Category D
Skin Irrit. 2	Skin corrosion/irritation Category 2
Skin Sens. 1	Skin sensitization Category 1
STOT RE 1	Specific target organ toxicity (repeated exposure) Category 1
STOT SE 3	Specific target organ toxicity (single exposure) Category 3
H226	Flammable liquid and vapor
H241	Heating may cause a fire or explosion

Insituform® CIPP (Uncured)

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

H242	Heating may cause a fire
H302	Harmful if swallowed
H304	May be fatal if swallowed and enters airways
H315	Causes skin irritation
H317	May cause an allergic skin reaction
H319	Causes serious eye irritation
H332	Harmful if inhaled
H335	May cause respiratory irritation
H350	May cause cancer
H351	Suspected of causing cancer
H372	Causes damage to organs through prolonged or repeated exposure
H400	Very toxic to aquatic life
H401	Toxic to aquatic life
H402	Harmful to aquatic life
H410	Very toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects
H413	May cause long lasting harmful effects to aquatic life

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

SDS US (GHS HazCom)

BID FORM 8B: Bid Form
Acknowledgement and Pricing Proposal

PROJECT IDENTIFICATION: Sewer Rehabilitation Services

BID IDENTIFICATION AND NUMBER: BID NO. 23-B-005

THIS BID IS SUBMITTED TO: CITY OF SOUTH DAYTONA
OFFICE OF THE CITY MANAGER
1672 S. RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119

Name of Bidder: Atlantic Pipe Services, LLC

Mailing Address: 1420 Martin Luther King Jr Blvd

Street Address: 1420 Martin Luther King Jr Blvd

City/State/Zip: Sanford, FL 32771

Phone Number: (407) 792.1360 FAX Number: () info@atlanticpipe.us

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum Number: 1 Date: 03/20/23 Addendum Number: _____ Date: _____
Addendum Number: _____ Date: _____ Addendum Number: _____ Date: _____

Please note that the City may award contracts to multiple contractors.

BID

The undersigned offers to furnish all materials, equipment and labor for construction of the "BID NO. 23-B-005, Sewer Rehabilitation Services," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The bid price as outlined in Bid Form 8J is attached.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 28th day of March, 2023.

Atlantic Pipe Services, LLC

(Name of Bidding Firm)

Allan Cagle

(Signature of person signing form)

Allan Cagle - President

(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or online notarization, this 28 day of March, 2023

he/she is personally known to me or has presented _____ as identification.



[Signature]
Notary Public
My Commission Expires: 1/29/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

4-2-10

[illegible]

Notary Public - State of Florida
 Commission # 0025236
 My Comm. Expires Jan 29, 2025
 Bonded through National Notary Assn.

TRACY WAGNER

NATIONAL NOTARY ASSOCIATION
 10000 E. 15th Avenue, Suite 100
 Denver, CO 80231
 (303) 750-9000
 www.nationalnotary.org

TRACY WAGNER
Notary Public - State of Florida
Commission # GC 925236
My Comm. Expires Jan 29, 2024
I am a member of the National Notary Assn.

**BID FORM 8C:
Drug-Free Preference Statement**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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 five (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, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Atlantic Pipe Services, LLC

(Name of Bidding Firm)

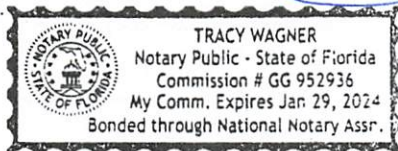
Allan Cagle
(Signature of person signing form)

Allan Cagle - President

(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23 day of March, 2023 he/she is personally known to me or has presented _____ as identification.



[Signature]
Notary Public
My Commission Expires: 1/29/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8D:
Public Entity Crimes Statement

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant who, being by me first duly sworn, made the following statement:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 23-B-005 for Sewer Rehabilitation Services. This sworn statement is submitted by Atlantic Pipe Services, LLC whose business address is 1420 MARTIN LUTHER KING JR. BLVD, SANFORD, FL 32771 and (if applicable) its Federal Employer Identification Number (FEIN) is 81-4515509. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

My name is Allan Cagle and my relationship to the entity named above is

President

(relationship such as sole proprietor, partner, president, vice president)

- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- (5) 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).

- X 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 entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Atlantic Pipe Services, LLC

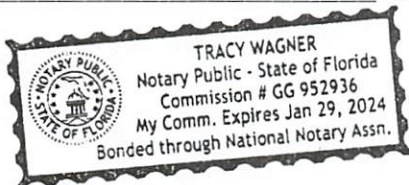
(Name of Bidding Firm)

Allan Cagle
(Signature of person signing form)

Allan Cagle - President
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or online notarization, this 28 day of March, 2023 he/she is personally known to me or has presented as identification.



[Signature]
Notary Public
My Commission Expires: 1/29/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

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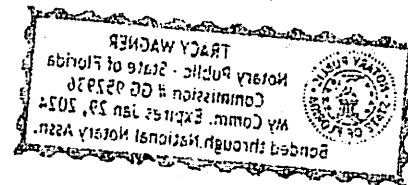
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**BID FORM 8E:
Anti-Collusion Statement**

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.

Allan Cagle
(Signature of person signing form)

Allan Cagle - President
(Printed name and Title of person signing form)

Name of Bidder: Atlantic Pipe Services, LLC

Address: 1420 MARTIN LUTHER KING JR. BLVD

City/State/Zip: SANFORD, FL 32771

Phone Number: (407) 792.1360 FAX Number: () info@atlanticpipe.us

FEIN Number: 81-4515509

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of South Daytona.

NO BID (REASON): N/A

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8F:
Statement of Vendor Qualifications

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this Form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- (1) Name of Vendor. Atlantic Pipe Services, LLC
- (2) Permanent main office address. 1420 MARTIN LUTHER KING JR. BLVD, SANFORD, FL 32771
- (3) Date organized. 01/01/2017
- (4) If a corporation, where incorporated. Florida
- (5) How many years have you been engaged in the contracting business under your present firm or trade name? 5.3 yrs
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached list
- (7) General character of work performed by your company. Storm and Sewer Cleaning, Inspections and Repairs
- (8) Have you ever failed to complete any work awarded to you? If so, where and why? No
- (9) Have you ever defaulted on a contract? If so, where and why? No
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See References
- (11) List your major equipment currently owned or leased. See attached equipment spreadsheet
- (12) Experience in work similar to this type of project. See attached similar work / project flow
- (13) Background and experience of the principal members of your organization, including the officers. 3 resumes attached
- (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

Atlantic Pipe Services, LLC

(Name of Bidding Firm)

Allan Cagle
(Signature of person signing form)

Allan Cagle - President

(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 28 day of March, 20 23, he/she is personally known to me or has presented as identification.



[Signature]
Notary Public

My Commission Expires: 1/29/24

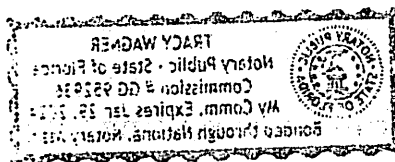
AGENDA

September 17, 2024

1. Call to Order
2. Pledge of Allegiance
3. Public Hearing
4. Mayor's Report
5. City Manager's Report
6. Finance Committee Report
7. Planning and Zoning Commission Report
8. Parks and Recreation Committee Report
9. Public Safety Committee Report
10. Health and Human Services Committee Report
11. Economic Development Committee Report
12. City Council Discussion
13. City Council Action
14. Mayor's Closing Remarks

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(6) CONTRACTS ON HAND

Contract #	Authority	Services	Contract Start	Contract End	Description
IFB-603507-19/BJC	Seminole County	Storm Cleaning and Inspections	August 2022	August 2023	This is a Term Contract for Services on an "as-needed" basis
IFB-604150-21/LNF	Seminole County	Storm CIPP Lining and MH Rehabilitation	October 2021	September 2024	This is a Term Contract for Services on an "as-needed" basis
21-MCC-ATL-13188	St Johns County	Storm/Sewer Cleaning, Inspections, CIPP	February 2023	February 2024	This is a Term Contract for Services on an "as-needed" basis
B-21-32	Brevard County	Storm CIPP	April 2021	April 2024	This is a Term Contract for Services on an "as-needed" basis
IFB22-0161	City of Orlando	Sanitary CIPP and Manhole Rehab	March 2023	March 2024	This is a Term Contract for Services on an "as-needed" basis
ITB-23-2026-KC	FDOT District 2	Storm Cleaning and Inspections	April 2023	April 2026	This is a Term Contract for Services on an "as-needed" basis
22-B-112LS	Volusia County	Sanitary Cleaning, Inspections, and CIPP Lining	August 2022	August 2025	This is a Term Contract for Services on an "as-needed" basis
20-133	Toho Water Authority	Sanitary Sewer Cleaning and Inspections	November 2020	November 2023	This is a Term Contract for Services on an "as-needed" basis

(11) Equipment

EQUIPMENT NUMBER	EQUIPMENT DESCRIPTION	EQUIPMENT TYPE	FUEL TYPE	Month Took Possession
BT001	2014 ISUZU	BOX TRUCK	Diesel	8/8/2019
CT001	2017 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	5/10/2017
CT002	2018 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	10/30/2017
CT003	2018 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	7/23/2018
CT004	2018 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	11/27/2018
CT005	2019 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	5/30/2019
CT006	2018 FORD CAMERA VAN E450	TV TRUCK	Unleaded	8/13/2019
CT007	2019 FORD CAMERA TRUCK F550 4x4 Lateral Launch	TV TRUCK	Diesel	8/17/2020
CT008	2019 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	8/17/2020
CT009	2019 FORD CAMERA TRUCK F550 4x4 Lateral Launch	TV TRUCK	Diesel	10/7/2020
CT010	2020 Ford F550 4WD CAMERA TRUCK WITH CUTTER	TV & CUTTER TRUCK	Diesel	10/7/2020
CT011	2021 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	11/19/2021
CT012	2021 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	11/19/2021
CT014	2021 Ford F550 4WD CAMERA	TV TRUCK	Diesel	9/28/2021
CT015	2021 Ford F550 4WD CAMERA	TV TRUCK	Diesel	8/1/2022
CT016	2021 Ford F550 4WD CAMERA	TV TRUCK	Diesel	9/19/2022
CT017	2021 Ford F550 4WD CAMERA	TV TRUCK	Diesel	2/3/2023
CT018	2022 Ford F550 4WD CAMERA TRUCK	TV TRUCK	Diesel	7/7/2022
CT019	2021 Ford F550 4WD Laser CAMERA TRUCK	TV TRUCK	Diesel	7/28/2022
CT020	2022 Ford F550 4WD CAMERA TRUCK	TV TRUCK	Diesel	3/8/2023
GT001	2018 FORD F750 XL	GROUT TRUCK	Diesel	10/23/2018
GT002	2021 FORD F650	GROUT TRUCK	Diesel	6/28/2021
HT001	2020 Kenworth T880	BOILER TRUCK	Diesel	12/30/2019
HT002	2020 Kenworth T880	BOILER TRUCK	DIESEL	11/19/2021
HT003	2020 Kenworth T800	BOILER TRUCK	DIESEL	3/14/2022
SV001	2017 Vactor 114SD Sewer Vacuum Truck	VACTOR	Diesel	12/19/2016
SV002	2018 FREIGHTLINER 114SD	VACALL	Diesel	9/15/2017
SV003	2018 FREIGHTLINER 114SD TRUCK	VACALL	Diesel	12/26/2017
SV004	2018 KENWORTH T880	VACTOR	Diesel	12/19/2018
SV005	2018 Vacall 114SD Sewer Vacuum Truck	VACALL	Diesel	6/5/2019
SV006	2019 Vacall 114SD Sewer Vacuum Truck	VACALL	Diesel	7/8/2020
SV007	2017 Vacall Recycler Sewer Vac Truck	VACALL	Diesel	7/8/2020
SV008	2020 Vactor Standard Sewer Vac Truck	VACTOR	Diesel	3/1/2021
SV009	2017 T900 Vactor Recycler Sewer Vac Truck	VACTOR	Diesel	6/10/2020
SV011	2020 Vactor Standard Sewer Vac Truck	VACTOR	Diesel	10/15/2020
SV013	2019 VACALL 114SD Recycler Sewer Vacuum Truck	VACALL	Diesel	6/15/2021
SV017	2019 VACALL 114SD Recycler Sewer Vacuum Truck	Vacall Recycler	Diesel	10/13/2021
SV018	2021 Vactor Standard Sewer Vac Truck	VACTOR	Diesel	6/28/2021
SV019	2022 Freightliner 114SD Vacall Standard	Vacall	Diesel	8/11/2021
SV020	2021 Freightliner 114SD Vacall Standard	Vacall	Diesel	6/21/2022
SV021	2021 Freightliner 114SD Vacall Standard	Vacall	Diesel	6/21/2022
SV022	2021 Kenworth T880- Vactor	VACTOR	Diesel	7/7/2022
SV023	2022 PETERBILT 567	VACTOR	Diesel	9/19/2022
SV024	Kenworth T880- Vactor	VACTOR	Diesel	10/20/2022
SV025	Freightliner 114SD	VACALL	Diesel	10/20/2022
SV026	2021 Kenworth T880- Vactor	VACTOR	Diesel	12/19/2022
SV027	2021 Freightliner 114SD Vacall Recycler	VACALL	Diesel	9/27/2022
SV028	2022 PETERBILT 567	VACTOR	Diesel	2/21/2023
SV029	Kenworth T880- Vactor	VACTOR	Diesel	2/21/2023
ST001	2019 FORD F550	MECHANIC TRUCK	Diesel	9/13/2019
ST002	2019 FORD F350	MECHANIC TRUCK	Diesel	11/22/2019
ST003	2021 FORD F550 XL	DIVE TRUCK	Diesel	8/24/2021

ST004	2022 FORD F550	MECHANIC TRUCK	Diesel	2/1/2023
T002	2016 FORD F150	TRUCK	Unleaded	11/14/2018
T003	2016 FORD F150	TRUCK	Unleaded	11/14/2018
T007	2019 Ford F250	TRUCK	Diesel	7/8/2019
T009	2019 FORD F-150	TRUCK	Unleaded	6/30/2019
T011	2019 FORD F-150	TRUCK	Unleaded	6/30/2019
T012	2018 FORD F-150	TRUCK	Unleaded	9/13/2019
T014	2019 FORD F-150	TRUCK	Unleaded	1/24/2020
T015	2020 FORD F-150	TRUCK	Unleaded	7/13/2020
T016	2020 FORD F-150	TRUCK	Unleaded	8/1/2020
T017	2020 FORD F-150	TRUCK	Unleaded	8/14/2020
T018	2020 FORD F-150	TRUCK	Unleaded	8/14/2020
T019	2020 FORD F-150	TRUCK	Unleaded	8/14/2020
T020	2020 FORD F-250	TRUCK	Unleaded	1/13/2021
T021	2021 FORD F-150	TRUCK	Unleaded	5/19/2021
T022	2021 FORD F-150	TRUCK	Unleaded	6/21/2021
T023	2021 FORD F-350	TRUCK	Diesel	7/12/2021
T025	2021 Ford F-150 XL	TRUCK	Unleaded	11/12/2021
T027	2021 Ford F150 XLT	TRUCK	Unleaded	1/22/2022
T028	2022 Ford F150 XLT	TRUCK	Unleaded	1/22/2022
T029	2021 Ford F250 Crew Cab	TRUCK	Unleaded	1/22/2022
T030	2021 Ford Supercrew F150XL	TRUCK	Unleaded	2/14/2022
T031	2021 Ford supercrew F150XL	TRUCK	Unleaded	2/14/2022
T032	2021 Ford F350 Flat Bed	TRUCK	Diesel	2/22/2022
T033	2022 Ford F250	TRUCK	Unleaded	4/14/2022
T034	2021 Ford F150 XL Supercrew	TRUCK	Unleaded	4/4/2022
T035	2020 Ford F150 4dr Sport	TRUCK	Unleaded	4/14/2022
T036	2022 FORD F-150	TRUCK	Unleaded	5/2/2022
T037	2022 Ford F350	TRUCK	Diesel	5/25/2022
T038	2020 FORD F-150	TRUCK	Unleaded	6/1/2022
T039	2022 FORD F-150	TRUCK	Unleaded	6/22/2022
T040	2022 FORD F-250	TRUCK	Unleaded	6/22/2022
T041	2022 FORD F-150	TRUCK	Unleaded	6/22/2022
T042	2022 FORD EXPLORER	SUV	Unleaded	7/1/2022
T043	2022 FORD F-150 HYB	TRUCK	Unleaded	8/22/2022
T044	2022 FORD F-550	TRUCK	Diesel	8/1/2022
T045	2022 Ford F-150	TRUCK	Unleaded	8/1/2022
T046	2022 Ford F-150	TRUCK	Unleaded	10/22/2022
T047	2022 Ford F-150	TRUCK	Unleaded	10/1/2022
T048	2023 F-150	TRUCK	Unleaded	2/27/2023
MHT001	2021 Rollin Flatbed Trailer/Cement Spray	Gooseneck Trailer	N/A	3/14/2022
MHT002	2022 Cargo Mate Utility Trailer/Epoxy Spray	Trailer	N/A	3/14/2022
RT002	2020 Arising Industry Trailer	TRAILER	N/A	9/11/2019
RT003	2020 Arising Industry Trailer (grout)	TRAILER	N/A	10/17/2019
RT004	2020 5x10 Utility Trailer	TRAILER	N/A	12/23/2020
RT005	2020 7x20 Utility Trailer	TRAILER/Dive	N/A	1/11/2021
RT006	2021 18x8 Big Tex Trailer	TRAILER	N/A	10/1/2021
RT008	2021 8.5 x 20 x 6'6 Enclosed Trailer	TRAILER	N/A	2/15/2022
RT009	2022 Big Tex 18x8 Trailer	TRAILER	N/A	2/25/2022
RT010	82x16 Tandem Axle Landscape Trailer	TRAILER	N/A	3/23/2022
IT001	2021 8X12 Medium Inversion Trailer	TRAILER	N/A	12/28/2021
LT001	2020 Rausch Trailer w Laser Equipment	TRAILER/LASER	N/A	11/18/2020
LT002	2021 CRMT Trailer w Laser Equipment	TRAILER/LASER	N/A	6/15/2021
LT003	2017 CRMT Trailer w Laser Equipment	TRAILER/LASER	N/A	7/14/2021
LT004	2011 CRMT Trailer w Laser Equipment (For Parts)	TRAILER/LASER		Jul-21

Similar Projects / Project Flow

Atlantic Pipe Services performs sanitary sewer rehabilitation on a routine basis. As submitted previously in this bid package, APS has completed three larger scale projects of similar nature recently; work was performed for Loxahatchee River Environmental District, Sunshine Water, and the City of Winter Park. All projects included pre-inspections for assessment, CIPP lining, and post lining inspection. Project flow is as follows:

Project Plan: Pipeline Cleaning & CCTV Inspection

All effective pipeline rehabilitation projects start with a clear, accurate CCTV inspection. Before a CCTV inspection can be performed, the pipeline must be cleaned. Without proper desilting, the video inspections can be rendered incapable to accomplish or provide incomplete data. Since the goal is to provide a complete assessment of the sewer system, APS believes that it is imperative to give a complete 360 degree view of the pipeline throughout the entire length of each pipe segment in the defined scope of work. Without a proper cleaning, a CCTV operator could be limited in providing an accurate inspection.

For Existing Sewer Pipeline cleaning (depending on the flow in the pipeline) will start with the operator setting a plug up stream to hold back any sewage debris flowing in during the cleaning and inspection process. If necessary, APS will use bypassing to prevent sewer back ups while working on a system. Once plugged a Vacuum Truck will jet out the debris in the pipeline using various hydraulic nozzles to a manhole where the debris are vacuumed up and put into the debris tank on the vac truck. Typically, APS crews will set up on the down stream manhole and let gravity aid them by running the nozzle up stream and pulling the debris back. Once the debris tank is filled up with debris vacuumed from the sewer system, APS will dispose of the debris at an off-site licensed sewage debris disposal location.

Once APS has preformed the cleaning on the pipelines. Crews will then perform a detailed inspection of the pipelines using NASSCO – MACP, LACP, PACP compliant code. Calling out all defects such a specific Cracks, Infiltration, etc. Along with noted defects, the following pieces of information will be inserted into the inspections software: Date, Project, Project #, Street Names, Structure locations and Structure #'s, Distance of pipe surveyed, coordinate locations to the 7th decimal, counter display, begin/end points, pipe diameter, pipe material, pipe shape, precise footage and clock position of all service connections, etc . Sufficient lighting will be ensured on all videos to allow for maximum clarity of the pipeline and the deficiencies. In all instances, the camera head will be centered in the pipe both vertically and horizontally. All APS camera equipment has tilt and pan capabilities to allow an up-close view of any deficiency or potential deficiency. As deficiencies are encountered, operators will stop and

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provide clear and focused view of the deficiency and a narrative stating the location of the deficiency and a NASSCO compliant description stating the type of deficiency encountered. All notes in the video such as pipe diameter, pipe length, begin/end points, etc will also be available on the field inspection report that is submitted alongside the video.

After our CCTV inspection takes place, the videos are then submitted to APS' Quality Control Department. Once received, the data is sorted, and the videos/reports are reviewed for accuracy and added to our cloud service. Once uploaded, South Daytona will receive a link with all the videos and reports. This link will be updated with the latest videos/reports as the project progresses. The end goal is to have an organized and accurate database of our findings to turn over to the City so that determinations can be made about the condition and longevity of the existing infrastructure. APS prides ourselves in an organized approach to everything that we do. Video and data management is where our organized and systematic approach are brought to light.

Once the pipeline is evaluated and ready for installation, the following processes for an installation of a manhole to manhole CIPP liner will take place:

Bypass (if necessary) – Mainline flows that cannot be halted by temporarily backing up the pipeline during liner installation and cure shall be bypassed. Bypass capacity (pumps, bypass lines etc.) shall be sized to handle the expected flow during the liner installation and cure time. Flow from service connections (laterals) shall be halted by temporarily backing up the connections during liner installation and cure when the liner covers the service connection openings. Where service flows cannot be temporarily backed up in this manner (due to excessive flows or incoming heads), provisions shall be made for temporary bypassing of service flow using bypass pumping or other suitable means. Homeowners will be given door knocker notification 24-48 hours prior to liner installation.

Traffic Control – Maintenance of Traffic will be coordinated with the Prime contractor and will be in accordance with both applicable FDOT index and MUTCD.

Installation Method

Inversion- The liner will be installed using the inversion process. The inversion process will use either water column inversion or pressurized inversion (water or air). The heads or pressures used shall be in accordance with the head/pressure limits from the manufacturer of the tube. For water column/pressure inversion the effect of pipeline fall of rise shall be considered when applying head/pressure at the inversion location so that the head/pressure anywhere along the run does not exceed allowances for the manufacturer of the tube. The inversion shall proceed in a uniform controlled method and during inversion the head/pressure shall be maintained within a range that facilitates steady and controlled inversion. Unless special circumstances warrant, the head/pressure shall be always maintained in the liner during the inversion. In installations where a pull-in type liner may be used instead of an inversion type liner, pull forces shall be maintained below the rating of the liner manufacturer.

Hot water- circulated within the liner shall be used to elevate the temperature of the resin to effect a cure. During the cure the water in the liner shall be maintained at a head/pressure in accordance with requirements for the specific the size and thickness of the liner. A boiler of sufficient rating shall be used to add heat to the circulating water. Circulating pump(s) and internal hoses shall be sized to provide sufficient circulation of the hot water to

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uniformly heat the liner. The temperature of the circulating hot water shall be monitored at the supply from and return to the boiler. The temperature of the liner outer surface shall be monitored at each end using thermocouples or other suitable measuring devices. After the CIPP liner has changed to a hard state, the cure heating shall be continued maintaining the liner at an elevated temperature for a period dependent on the size, thickness, and ongoing temperature measurements to ensure the full level of cure has been achieved. On completion of the heat cure, the liner shall be cooled down either naturally or by adding cold water to the circulating water while removing water. During cool down the head/pressure in the liner shall be maintained at the cure head. The rate of cool down shall be commensurate with the liner size and thickness to minimize shrinkage and internal stresses.

Steam- flowed through the interior of the liner shall be used to elevate temperature of the resin to effect a cure. Compressed air shall be mixed with the steam as required to moderate the steam temperature to produce a controlled heating of the liner, avoid hot spotting and prevent blistering of the polyurethane coating. The pressure of the steam/air mixture shall be controlled at the injection and venting manifold locations to maintain the required internal pressure on the liner in accordance with the requirements for the carrier tube internal pressure ratings. The temperature of the steam/air mixture shall be controlled and monitored at the mixing manifold. The

temperature of the liner outer surface shall be monitored at each end using thermocouples or other suitable measuring devices. After the CIPP liner has changed to a hard state, the cure heating shall be continued maintaining the liner at an elevated temperature for a period dependent on the size, thickness, and ongoing temperature measurements to ensure the full level of cure has been achieved. On completion of the heat cure, the liner shall be cooled down either naturally or by gradually reducing the amount of heating steam in the steam/air mixture to all air. During cool down the pressure in the liner shall be maintained at the cure pressure. The rate of cool down shall be commensurate with the liner size and thickness to minimize shrinkage and internal stresses.

Service Reconnection

On completion of the cool-down, the liner shall be cut open at each end releasing the water or air (depending on cure method). The top end shall always be opened or vented first (if not already open) to prevent vacuum being generated when water flows out at the downstream end. Where service connections (laterals) require reinstatement through the cured liner, openings shall be cut in the liner wall with a CCTV monitored robotic cutter. The locations for openings shall be as determined by dimpling of the liner at laterals and, where required, by pre-lining measurements made of the locations of the laterals. Depending on the number of laterals to be reinstated, reinstatement may commence by cutting a sufficient opening at each lateral to relieve any standing flow followed by returning to cut each lateral opening out to the full interior size of the existing lateral connection. Lateral reinstatement openings shall be neat, free of jagged edges or lips and conform to the size of the existing service lateral at the sewer.

All lateral connections will be reinstated unless directed otherwise by owner's representative.

Post CCTV Inspection

On completion of all installation and lateral reinstatements, the complete CIPP liner shall be CCTV inspected in accordance with NASSCO PACP specification. The inspection shall be free of steam or vapor

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that obscures the picture and the flow level in the sewer shall be held sufficiently low to provide for a clear view of the lined pipeline. During the inspection, each lateral reinstatement shall be clearly visible on the inspection. A copy of the inspection video and log will be delivered as per contract specification.

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BID FORM 8G:
Professional References for Previous Experience

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

Reference 1:

<i>Company Name:</i>	Sunshine Water Services
<i>City, State:</i>	Altamonte Springs, FL
<i>Contact Person:</i>	Bryan Gongre
<i>Telephone Number:</i>	321.972.0360
<i>Email Address:</i>	Bryan.Gongre@sunshinewater.com
<i>Description of Goods or Services provided:</i>	Sanitary Sewer Cleaning, Inspections, and Repairs
<i>Contract Amount:</i>	\$933,816.00
<i>Start/End Date of Contract:</i>	7/22/2020 - 2/16/2021

Reference 2:

<i>Company Name:</i>	City of Winter Park
<i>City, State:</i>	Winter Park, FL
<i>Contact Person:</i>	Tom Best
<i>Telephone Number:</i>	407.691.7845
<i>Email Address:</i>	TBest@cityofwinterpark.org
<i>Description of Goods or Services provided:</i>	Bypass Pumping, Cleaning and Televising, CIPP Lining, Manhole Rehab.
<i>Contract Amount:</i>	\$366,074.00
<i>Start/End Date of Contract:</i>	10/1/21 - 9/31/22

Reference 3:

<i>Company Name:</i>	Loxahatchee River District
<i>City, State:</i>	Jupiter, FL
<i>Contact Person:</i>	Kris Dean
<i>Telephone Number:</i>	561.723.8263
<i>Email Address:</i>	Kris.Dean@lrecd.org
<i>Description of Goods or Services provided:</i>	Sanitary Sewer Assessment and CIPP Lining
<i>Contract Amount:</i>	\$990,821.66
<i>Start/End Date of Contract:</i>	2/15/2022 - 12/31/2022

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8H:
Listing of Subcontractors

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:

<i>Name:</i>	None Anticipated. APS will submit to City if Subcontractors become necessary		
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	☐ Yes ☐ No

Subcontractor 2:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	☐ Yes ☐ No

Subcontractor 3:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	☐ Yes ☐ No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8I: Cured-in-Place Pipe Specs

A. REQUIREMENTS

1. The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.
2. The OWNER requires all Customers to be notified a minimum of 5 calendar days of any anticipated flow interruptions. It is the Contractor's responsibility to make said Customer notifications.
3. The CIPP shall be continuous, jointless and structurally sound liner from manhole to manhole. All existing and confirmed lateral connections shall be internally reinstated/reopened. The Contractor will be responsible for sealing all manhole wall and lateral reinstatement connections.
4. The OWNER will pay for installed materials only per the Contract Bid Tabulation Bid Item Unit Cost.
5. All work shall adhere to Occupational Health and Safety Administration (OSHA) standards, current edition.
6. Maintenance of Traffic shall adhere to FDOT Design Standards, Index 600, current edition.

B. REFERENCE SPECIFICATIONS AND STANDARDS

- 1) This specification references the following American Society for Testing and Materials (ASTM) Standard Specifications, American Water Works Association (AWWA) Specifications and their reference standards, which are made a part hereof by such reference and shall be the latest edition and revision thereof. All work shall comply with the reference standards unless specifically stated otherwise in this Specification.
- a. ASTM D5813 - Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe
 - b. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
 - c. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe
 - d. ASTM D543 - Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents
 - e. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
 - f. ASTM D790 - Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials
 - g. ASTM D792 - Standard Test Methods for Density and Specific Gravity of Plastics by displacement
 - h. ASTM F2019-03 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-In-Place Thermosetting Resin Pipe (CIPP)
 - i. ASTM D2122-98(2004) - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

- j. ASTM D2990 - Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

C. PERFORMANCE WORK STATEMENT (PWS)

- 1) The Contractor shall submit, to the OWNER, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the OWNER, the PWS shall at a minimum contain the following:
- a. Clearly indicate that the CIPP will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.
 - b. Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-video inspections, by-pass pumping, maintenance of traffic, installation procedure, method of curing, lateral reinstatement, quality control, testing to be performed, final video inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.
 - c. Contractor's description of the proposed CIPP lining technology, including a detailed plan for identifying all existing lateral connections and maintaining all Customer sewer service during CIPP installation.
 - d. A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.
 - e. The name and experience of each lead individual performing work on this Contract shall be submitted with the PWS.
 - f. Engineering design calculations, in accordance with the Appendix of ASTM F1216, for each length of liner to be installed including the thickness of each proposed CIPP. It will be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all of the line sections. These calculations shall be performed and certified by a qualified Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications or has been pre-approved by the OWNER.
 - g. Proposed manufacturers technology data shall be submitted for all CIPP products and all associated technologies to be furnished.
 - h. A detailed description of the Contractor's proposed procedures for removal of roots/blockages in the pipe that may be encountered during the cleaning process.
 - i. A detailed public notification plan shall be prepared and submitted including detailed staged notification to Customers affected by the CIPP installation.

PART 2 – PRODUCTS

A. MATERIALS

1) The CIPP System must meet the chemical resistance requirements of these contract documents. All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in accordance with the CIPP manufacturer's recommendations to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the OWNER. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

B. FABRIC TUBE

- 1) The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813 & ASTM F2019.
- 2) The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections. The Contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.
- 3) The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
- 4) The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipe in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.
- 5) The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.
- 6) No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the felt fabric and the activated resin containing a colorant.
- 7) The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.
- 8) Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.

9) The outside of the fabric tube shall be marked every 5 feet with the name of the CIPP manufacturer, manufacturing lot and production footage.

10) The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

11) The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

C. RESIN

1) The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

2) It is the desire of the OWNER that the CIPP liner adhere to the walls of the host pipe in as many locations as possible to reduce the likelihood of infiltration through the annular space between the host pipe and liner.

3) Therefore, **the basis of design shall be 100% epoxy resin**, or approved equal. Requests for consideration of equivalent resins other than 100% epoxy shall include a detailed comparison of the benefits & disadvantages (i.e. pros and cons) of the alternate resin system versus the basis of design 100% epoxy resin over the lifecycle of the product.

D. STRUCTURAL REQUIREMENTS

1) The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein:

- a. The CIPP shall be designed as per ASTM standards. The structural properties of the CIPP design shall assume no benefit related to bonding to the original pipe wall.
- b. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 33% of the initial design flexural modulus as determined by ASTM D790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.
- c. The CIPP material shall, at a minimum, meet or exceed the structural properties, as listed below:
 - i. Flexural Strength (Short Term) 4,500 psi (ASTM D790)

- ii. Flexural Modulus of Elasticity (Short Term) 250,000 psi (ASTM D790) iii. Method Cured Composite Per ASTM F1216
- 2) The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer and in accordance with the Design Equations contained in the appendix of the ASTM standards, and the following design parameters:
 - a. Design Safety Factor - 2.0 (1.5 for pipes 36" or larger)
 - b. Creep Retention Factor - 33%
 - c. Ovality - 2% or as measured by field inspection
 - d. Constrained Soil Modulus Per AASHTO LRFD Section 12 and AWWA Manual M45
 - e. Groundwater Depth - As specified or indicated on the Plans
 - f. Soil Depth (above the crown) - As specified or indicated on the Plans
 - g. Live Load - Highway, railroad or airport as applicable
 - h. Soil Load (assumed) - 120 lb/cu. Ft.
 - i. Minimum service life - 50 years
- 3) The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system. Certified material test results shall be included that confirm that all materials conform to these specification and/or the pre-approved system. Materials not complying with these requirements will be rejected.

E. PRODUCT SUBMITTALS

- 1) The Contractor shall submit the following information:
 - a. Manufacturer's certification that the materials to be used meet the referenced standards and these specifications.
 - b. License or certificate verifying Manufacturer's/Licenser's approval of the installer.
 - c. Proposed equipment and procedures for accomplishing the work.
 - d. Tube wet-out & cure method including:
 - i. A complete description of the proposed wet-out procedure for the proposed technology.
 - ii. The Manufacturer's recommended cure method for each diameter and thickness of CIPP liner to be installed. The PWS shall contain a detailed curing procedure detailing the curing medium and the method of application.
 - iii. Design calculations for wall thickness designs to be completed by an Engineer proficient in the pipe design.

PART 3 – CONSTRUCTION

A. PREPARATION AND CLEANING

- 1) Contractor shall perform pre-video inspection of the pipe to be lined. The Contractor shall provide the OWNER a copy of the video in digital format for review and approval.
- 2) The pre-video shall be after the pipe is cleaned.

- 3) The Contractor is responsible to clear the pipe of obstructions that will interfere with the installation and long-term performance of the CIPP.
 - 5) If the pre-video inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit proper installation of the CIPP, the Contractor may be directed by the OWNER to correct the problem(s) prior to lining by utilizing open cut repair methods. The Contractor shall be compensated for this work under a Contract Bid Item.
- 6) The Contractor shall be responsible for confirming the locations of all lateral connections prior to installing and curing the CIPP.
- 7) In the event the status of a lateral connection cannot be adequately defined, the OWNER will make the final decision, prior to installation and curing of the liner, as to the status.
- 8) The Contractor may, under the direction of the OWNER, utilize any of the existing manholes in the project area as installation access points. If a road closure or detour is required due to the location of the gravity sanitary sewer, Contractor must obtain permission from the OWNER and maintenance authority of the road (e.g. City of Edgewater, County of Volusia, Florida Department of Transportation).
- 9) The Contractor shall remove all internal debris from the pipe that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. The Contractor shall dispose of all debris at no additional charge to the OWNER. Moving material from manhole section to manhole section shall not be allowed. As applicable, the Contractor shall either plug or install a by-pass pumping system to properly clean the pipe. Precaution shall be taken by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor.
- 10) The liquid portion of the any vacuumed material may be carefully decanted and returned to the OWNER's sanitary collection system at a location designated by the OWNER and only under direct supervision of OWNER's staff. Contractor shall coordinate such decanting operations subject to the availability and convenience of OWNER's staff. Contractor shall retain the solid portion, including any grease, grit, and gross solids, and any liquid in which such solids are entrained for disposal at a properly permitted facility. This allowance for decanting into OWNER's collection system requires continued good faith on the Contractor's part and may be limited or wholly rescinded at any time should OWNER observe or suspect that Contractor is not practicing due care in the adherence to these limitations.
- 11) The Contractor is responsible for construction water. The OWNER can supply the Contractor with a Temporary Construction Water Meter (with proper backflow prevention) provided an account is applied and paid for by the Contractor with the OWNER's Billing Department.

B. BY-PASS PUMPING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. The work covered by this section consists of providing all labor, equipment, material, and supplies and performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, shall be considered incidental to the work and no additional compensation will be allowed.

1.02 GENERAL

- A. When the depth of flow in the sewer line being televised or repaired is above the maximum allowable for the proposed work, then the Contractor shall reduce the flow to the level shown below by manual operation of pump stations, plugging or blocking of the flow or by pumping and bypassing of the flow as acceptable to the Engineer. For manual operation of pump stations, the Contractor shall coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow shall only be allowed when the Contractor can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.
- B. The depth of flow in the sewer line being televised or repaired shall not exceed that shown for the respective pipe sizes and for the operations indicated.
- C. Initial Television Inspection. For the initial television inspection, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.
- D. Television Inspection Before and After Lining Installation. For the television inspection before and after lining installation the sewer line shall be blocked completely. No flow, except infiltration before lining, will be allowed through the sewer line.
- E. Other Television Inspection, including Warranty.

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	25 Percent (25%) of Pipe Diameter
Above 24" Pipe	30 Percent (30%) of Pipe Diameter

F. Television Inspection After Joint Testing/Sealing. For the television inspection after joint testing/sealing the sewer line shall be blocked completely. No flow will be allowed through the sewer line.

G. Joint Testing/Sealing

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	30 Percent (30%) of Pipe Diameter
Above 24" Pipe	35 Percent (35%) of Pipe Diameter

H. Pipe Lining Installation. For the pipe lining installation, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.

I. Manhole Repairs. For manhole repairs, the flow through the manhole shall be controlled or blocked completely, as required, to properly complete the repairs as specified.

1.03 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PLUGGING AND BLOCKING

A. A sewer line plug shall be inserted into the line upstream of the section being televised or repaired. The plug shall be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations the flow through the line

being worked shall be reduced to within the maximum limits stated above. After the work has been completed, the flow shall be restored to normal.

3.02 PUMPING AND BYPASSING

- A. When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits, and other equipment to divert the flow around manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, engine shall be equipped in a manner to keep noise to a minimum.

3.03 FLOW CONTROL PRECAUTIONS

- A. When flow in a sewer line is plugged, blocked or bypassed by the Contractor, he shall take sufficient precautions to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging. Further, the Contractor shall take precautions to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved and he shall be responsible for any damage resulting from his flow control operations.
- B. When flow in a sewer line is plugged or blocked by the Contractor, he shall monitor the conditions upstream of the plug and shall be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter which is bypass pumped from the sewer collection system shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored, or deposited on the ground, swale, road, stormwater drainage system or open environment. The Contractor shall protect all pumps, conduit and other equipment used for bypass pumping from traffic.
- C. Should the liquid or solid matter from the sewer collection system be spilled, discharged, leaked, or otherwise deposited to the open environment as a result of the Contractor's flow control operations, he shall be responsible for all cleanup and disinfection of the affected

area and all costs associated with same. The Contractor shall also be responsible for notifying the sewer system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the Owner.

C. INSTALLATION OF LINER

- 1) Neither the CIPP system, nor its installation, shall cause adverse effects to any of the OWNER's processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the OWNER and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements.
- 2) The CIPP liner shall be installed and fully cured prior to installation of a Manhole Liner.
- 3) The Contractor shall clean-up, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule clean-up in a manner to cause the least possible obstruction and inconvenience to Customers, traffic, pedestrians, businesses, etc.
- 4) The CIPP liner shall be installed and cured in the host pipe in accordance with the CIPP manufacturer's recommendations as described and submitted in the PWS.
- 5) The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a continuous, jointless and structurally sound liner from manhole to manhole able to withstand all imposed static and/or dynamic loads, and free of all defects that will affect the long term life and operation of the pipe.
- 6) CIPP installation shall be in accordance with the applicable ASTM standards with the following modification:
 - a. The wet-out tube shall be positioned in the pipe using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- 7) Prior to installation, and in accordance with the CIPP manufacturer's recommendations, remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
- 8) Curing shall be accomplished by utilizing the appropriate medium in accordance with the CIPP manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles. The CIPP manufacturer's recommended cure schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.
- 9) The CIPP liner shall not be installed through a manhole. Each liner shall begin and end at a manhole.

D. COOL DOWN

- 1) The Contractor shall cool the liner in accordance with the CIPP manufacturer's recommendations as described and outlined in the PWS.
- 2) Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP manufacturer's recommendations.

E. FINISH

- 1) The installed CIPP shall be continuous over the entire length of a pipe section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.
- 2) Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense, in accordance with the procedures submitted under Part 3, G. CIPP Repair/Replacement.
- 3) The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
- 4) The connection at the host pipe interface with all service laterals shall be sealed to provide a water tight seal. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
 - 3) If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight liner in accordance with the CIPP manufacturer's recommendations.

F. MANHOLE AND LATERAL CONNECTIONS

- 1) A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole walls and at all lateral connections in accordance with the CIPP manufacturer's recommendations.
- 2) The maximum a lateral can be plugged is 8 hours. Lateral connections may not remain plugged overnight.
- 3) Laterals shall be internally reinstated unless indicated otherwise in the contract documents.
- 4) Lateral reinstatement shall be made after the CIPP has been installed, fully cured, and cooled down. It is the Contractor's responsibility to make sure that all lateral connections are reinstated.
- 5) All existing and confirmed lateral connections shall be internally reinstated/re-opened to their original shape and capacity (minimum 95%) using a CCTV camera and remote cutting tool. Lateral connections shall not be cut more than 100% of the original shape or capacity.
- 6) In the event that lateral reinstatements result in openings that are greater than 100% of the original opening, the Contractor shall install a CIPP type repair, sufficiently in size, to repair the over-cut lateral opening, at no additional charge to the OWNER.

- 7) The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris. All over-cut lateral connections will be properly repaired to meet the requirements of these specifications.
- 8) Pipe coupons resulting from lateral reinstatements shall be collected at the downstream manhole prior to leaving the site. At no time shall coupons be left in the gravity sanitary sewer system.

G. CIPP REPAIR/REPLACEMENT

- 1) Occasionally installation will result in the need to repair or replace a defective CIPP. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be accordance with the CIPP manufacturer's recommendations and shall be submitted as part of the PWS.
- 2) Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.
- 3) Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.
- 4) Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

PART 4 – FINAL COMPLETION

A. TESTING

- 1) The Contractor shall have an independent testing lab analyze finished liner regarding the ASTM standards for Tensile Properties, Flexural Modulus, Chemical Resistance and wall thickness (or as specified by the OWNER). Samples shall be taken from manhole cutoffs and lateral coupons.
- 2) A minimum of 1 sample shall be taken of the first segment installed at each location specified in the Contract Bid Documents.
- 3) A minimum of 2 samples shall be taken for each 2,500 linear feet of liner installed or for each manufacturing lot.
- 4) The laboratory results shall identify the test sample location as referenced to the nearest manhole and station.
- 5) If properties tested do not meet minimum requirements, the liner shall be repaired or replaced by the Contractor, at no cost to the OWNER.
- 6) The installed liner thickness shall be measured for each line section installed. If the liner thickness does not meet these specifications then the liner shall be repaired or removed by the Contractor at no cost to the OWNER. The liner thickness shall have tolerance of minus 5% plus 50%. The Contractor may use industry proven, non-destructive methods for confirming the thickness of the installed liner.

- 7) The Contractor shall furnish removable sizing sleeves, when possible, to collect liner samples, which accurately replicate the hose pipe diameter.
- 8) All liner testing and repairs to the installed CIPP shall be completed before Final Completion and Final Payment to the Contractor.

B. INSPECTIONS

- 1) Contractor shall perform a post-video inspection of the lined pipe. The Contractor shall provide the OWNER a copy of the video in digital format for review and approval.
- 2) Immediately prior to conducting the post-video, the Contractor shall thoroughly clean the newly installed liner removing all debris and buildup that may have accumulated.
- 3) The post-video shall be after the installation of the CIPP and all laterals are reinstated.
- 4) The post-video will visual inspect the finished liner as follows:
 - a. Shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects.
 - a. Shall maintain the overall hydraulic capacity of the original pipe diameter. In those cases where full capacity cannot be achieved after liner installation, the Contractor shall submit a request to waive this requirement, together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- 2) The post-video shall be submitted to the OWNER within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges.
- 3) If post installation inspection documentation is not submitted within Ten (10) working days of the liner installation, the OWNER may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost.
- 4) Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewer from entering the pipe during the post-video inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.
- 5) Where leakage is observed through the wall of the pipe, the Contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify the leak-proof integrity of the installed liner to the satisfaction of the OWNER.

C. AS-BUILTS

- 1) As-Built drawings/reports and pre & post inspection videos shall be submitted to the OWNER for review and approval for Final Completion contract date. As-Built

drawings will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings provide to the Contractor at the onset of the project.

- 2) As-Built drawings shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the OWNER and the Contractor at the start of the Contract and shall be updated as the work is being completed, and shall be clearly legible.

D. WARRANTY

- 1) The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.
- 2) The CIPP manufacturer shall warrant the liner to be free from defects in raw materials for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the OWNER.
- 3) The Contractor shall warrant the CIPP installation for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the OWNER.
- 4) During the CIPP manufacturer and Contractor warranty period, any defect found that may materially affect the integrity, strength, function and/or operation of the pipe shall be repaired at the Contractor's expense in accordance with procedures included in Part 3, G. CIPP Repair/Replacement at no cost to the OWNER.
- 5) The OWNER may inspect all or portions of the lined pipe during the warranty period and if found that any of the liners have developed abnormalities since the time of Final Completion, the abnormalities shall be repaired and/or replaced as defined in Part 3, G.
CIPP Repair/Replacement at no cost to the OWNER.

END OF SECTION

Exhibit “B”
City of South Daytona
Request for Bid No. 23-B-005

BID DOCUMENTS

FOR

CITY OF SOUTH DAYTONA
Sewer Rehabilitation Services



CITY OF SOUTH DAYTONA

**1672 South Ridgewood Ave.
South Daytona, Florida 32119
Telephone: (386) 322-3011**

Bid No. 23-B-005

February 2023

SECTION 1: INVITATION TO BID

CITY OF SOUTH DAYTONA Sewer Rehabilitation Services BID NO. 23-B-005

Notice is hereby given that the City of South Daytona is soliciting bids for BID NO. 23-B-005, Sewer Rehabilitation Services. Sealed bids will be accepted in the City Manager's Office, City Hall, located at 1672 S. Ridgewood Avenue, South Daytona, Florida, until **2:00 P.M. on Tuesday, March 28, 2023**, at which time bids will be opened in the Council Chamber Room and publicly read aloud. Bids received after the above time and date will be returned unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive.

DESCRIPTION OF WORK

The City is accepting bids for sewer rehabilitation services in order to establish a fixed unit price agreement for these services. Under the agreement, the contractor will provide the required materials, equipment and labor necessary to install cured-in-place epoxy lamination system, Stephens Technologies Inc. NCL-115-18 Epoxy or approved equal epoxy system, to aging and cracked sewer pipes.

Individual projects will be issued on an as-needed basis. Piping segments to be lined will be cleaned, video recorded, and identified by the Contractor in coordination with City personnel prior to the start of pipe lining. Pricing shall be based on a unit rate basis utilizing depth and diameter of pipe runs.

The contractor shall be responsible for traffic control, bypass pumping and/or diversion of sewage flows, cleaning and television inspection of sewers to be lined, epoxy liner installation, reconnection of service connections and final video inspection. A DVD of the inspections and GPS coordinates with Geo-Database will be provided to the City of South Daytona Public Works Director.

The City shall have the right to reassign the rehabilitation locations as they see fit.

MANDATORY PRE-BID CONFERENCE:

There will be a Mandatory Pre-Bid Conference for the project on Wednesday, March 8, 2023 at 2:00pm at City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

All work is specified within the Bid Documents. A digital copy of the Bid Documents may be obtained at no charge via electronic mail by making a request to the Deputy City Clerk at

bwitte@southdaytona.org. The documents will also be made available at the Office of the City Manager located inside City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida. Any addenda to these documents will be issued via electronic mail and posted on the City of South Daytona Website (www.southdaytona.org). It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a proposal in response to this request.

The City reserves the right to reject any or all bids, and the award, if award is made, will be made based on the following evaluation factors and the bidder whose qualifications indicate the award will be in the best interest of the City and whose proposal complies with all the prescribed requirements. The selection committee will present top ranked firm to City Council for approval.

Bids shall be:

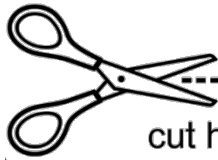
1. Submitted on standard forms which will be furnished with the Bid/Project Manual;
2. Irrevocable after the time and date set for the opening of bids and for a period of 90 days thereafter;
3. Respondents will submit one executed original marked and a USB drive containing an electronic version of the proposal, marked **"BID NO. 23-B-005, Sewer Rehabilitation Services."** The bidders name and address shall be shown on the outside of the sealed envelope (enclosed is a label for your convenience). If submitted by mail or other delivery system, the sealed envelope shall be enclosed in a separate mailing envelope. Facsimile submittals will not be accepted.
4. Bids should be delivered to the Office of the City Manager, 1672 South Ridgewood Avenue, South Daytona, Florida 32119.
5. Bids must include the following required documents for submittal:
 - a. Bid Submittal Checklist
 - b. Bid Form
 - c. Addendum and Change Order Procedure Acknowledgement
 - d. Drug-Free Preference Statement
 - e. Public Entity Crimes Statement
 - f. Anti-Collusion Form
 - g. Statement of Vendor Qualifications
 - h. Independent Contractor's Agreement

CITY OF SOUTH DAYTONA

By/s James L. Gillis, Jr.
City Manager

SECTION 2: ITB LABEL

For your convenience, below is a label to affix to the outside of your sealed bid envelope/package to identify it as a “Sealed Bid.” Be sure to include the **name of the company** submitting the bid where requested.



cut here

SEALED BID
****DO NOT OPEN****

Sealed Bid Number:	BID NO. 23-B-005
Bid Title:	Sewer Rehabilitation Services
Due Date / Time: :	Tuesday, March 28, 2023 at 2:00pm
Submitted By: (Name and Address)	<i>(Please fill in this box)</i>
Deliver to:	City of South Daytona Office of the City Manager 1672 South Ridgewood Avenue South Daytona, Florida 32119
Date/Time Received	<i>(CITY OFFICE USE ONLY):</i>

SECTION 3: PURPOSE AND OVERVIEW

CITY OF SOUTH DAYTONA Sewer Rehabilitation Services BID NO. 23-B-005

The City is accepting bids for sewer rehabilitation services in order to establish a fixed unit price agreement for these services. Under the agreement, the contractor will provide the required materials, equipment and labor necessary to install cured-in-place epoxy lamination system, Stephens Technologies Inc. NCL-115-18 Epoxy or approved equal epoxy system, to aging and cracked sewer pipes.

Individual projects will be issued on an as-needed basis. Piping segments to be lined will be cleaned, video recorded, and identified by the Contractor in coordination with City personnel prior to the start of pipe lining. Pricing shall be based on a unit rate basis utilizing depth and diameter of pipe runs.

The contractor shall be responsible for traffic control, bypass pumping and/or diversion of sewage flows, cleaning and television inspection of sewers to be lined, epoxy liner installation, reconnection of service connections and final video inspection. A DVD of the inspections and GPS coordinates with Geo-Database will be provided to the City of South Daytona Public Works Director.

The City shall have the right to reassign the rehabilitation locations as they see fit.

SECTION 4: INSTRUCTIONS TO BIDDERS

CITY OF SOUTH DAYTONA Sewer Rehabilitation Services BID NO. 23-B-005

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids, to including one original copy in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to modify these timelines and schedules at any time for any reason.

Tuesday, February 28, 2023	Distribute RFP Document
Wednesday, March 8, 2023 at 2:00pm	Pre-Bid Conference at City Hall, 1672 S. Ridgewood Avenue, South Daytona
Monday, March 13, 2023 at 4:00pm	Written Questions Due Questions regarding responses to this bid must be in writing through e-mail to Becky Witte, Deputy City Clerk at bwitte@southdaytona.org.
Monday, March 20, 2023	City to respond to Questions
Tuesday, March 28, 2023 at 2:00pm	Proposals Due to the City
Friday, March 31, 2023	Selection Committee Meeting (<i>tentative date</i>)
Tuesday, April 11, 2023 at 6:00pm	Staff Recommendation to the City Council

Bids must be delivered in a sealed envelope/package and delivered to:

City of South Daytona
Attention: Office of the City Manager
1672 S. Ridgewood Avenue
South Daytona, Florida 32119

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed, and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor

d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Manager's Office, South Daytona City Hall, 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.

Bids will be opened publicly, and the names of all Vendors shall be read aloud.

The City of South Daytona reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

MANDATORY PRE-BID CONFERENCE:

There will be a Mandatory Pre-Bid Conference for the project on Wednesday, March 8, 2023 at 2:00pm at City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

Examination of Contract Documents and Site

Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site(s) to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

On request the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such

investigations shall return site to original condition and shall pay for any damages resulting therefrom.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

Bid Coordinator

The coordinator for this Bid is:

Becky Witte, Deputy City Clerk

bwitte@southdaytona.org

Phone: 386-322-3011

The City will not respond to oral inquiries. Respondents may submit written (by email only) inquiries regarding this to the coordinator. **Written inquiries must be received by Monday, March 13, 2023 by 4:00pm to be considered.** The City will record its responses to inquiries and any supplemental instructions in the form of written addenda via the City website www.southdaytona.org.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

The City of South Daytona reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the submittal.

This provision exists solely for the convenience and administrative efficiency of the City of South Daytona. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Bid Coordinator, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as “Active”.

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scope and size of work as identified in this ITB on the provided “Professional References” form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of South Daytona is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of South Daytona Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the Bid Coordinator designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor’s Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the City. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of South Daytona, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of South Daytona. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the City for the premature opening of a Bid not properly addressed and identified.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- a) Failure to update the information on file including address, product, service or business descriptions.
- b) Failure to perform according to contract provisions.
- c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- e) Evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
- f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of South Daytona. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the Deputy City Clerk at 386-322-3011 at least 48 hours before the scheduled event.

Other Requirements.

If this is a federally assisted project it will be subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above would be included in the bid packet.

Bond

In accordance with section 255.05, Florida Statutes, the Bidder, if awarded the Contract and the bid amount is \$100,000 or more, shall execute and file acceptable performance and payment bonds equal to 100% of the contract price within ten (10) days after written notice of the award of contract. No bidder may withdraw their bid for a period of ninety (90) days after the date set for opening of bids.

Payment of Taxes

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

Special Requirements

Prohibited Interests. No official of the City who is authorized in such capacity, and on behalf of the City to negotiate, make, accept or approve, or to take part in negotiating, making accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City who is

authorized in such capacity and on behalf of the City to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

Performance of Work by Contractor. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the City. The Contractor shall perform on the site and with his own organization work equivalent to not less than 50 percent of the total dollar value of the work to be performed under this contract except that work designated hereinafter as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

Sworn Statement 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will 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.

- 4) 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.
- 5) 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.
- 6) 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 may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) 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.

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SECTION 5: SCOPE OF WORK / BID SPECIFICATIONS

SCOPE / REQUIREMENTS

- A. **SCOPE OF SERVICES** - The City is accepting bids for sewer rehabilitation services in order to establish a fixed unit price agreement for these services. Under the agreement, the contractor will provide the required materials, equipment and labor necessary to install cured-in-place epoxy lamination system, Stephens Technologies Inc. NCL-115-18 Epoxy or approved equal epoxy system, to aging and cracked sewer pipes.

Individual projects will be issued on an as-needed basis. Piping segments to be lined will be cleaned, video recorded, and identified by the Contractor in coordination with City personnel prior to the start of pipe lining. Pricing shall be based on a unit rate basis utilizing depth and diameter of pipe runs.

The contractor shall be responsible for traffic control, bypass pumping and/or diversion of sewage flows, cleaning and television inspection of sewers to be lined, epoxy liner installation, reconnection of service connections and final video inspection. A DVD of the inspections and GPS coordinates with Geo-Database will be provided to the City of South Daytona Public Works Director.

The City shall have the right to reassign the rehabilitation locations as they see fit.

- B. **RESPONSIBILITY FOR LAYOUT OF WORK** – The City will supply the Contractor with a location of requested work. Upon receipt, the Contractor will provide the City with a projected completion date and cost estimate for each location (project work order). **The Contractor shall also provide performance and payment bonds for the requested work.**
- C. **MAINTENANCE OF TRAFFIC** - Where construction is located in public right of ways, travelled streets and roads, the Contractor shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The Contractor shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved MOT training course.

- D. **TEMPORARY FENCING AND BARRICADES** – The Contractor shall, at their cost, erect barricades sufficient to prevent injury to persons or damage to property, including the Contractor's personal property and materials. The City shall not be held responsible for the loss, theft, or vandalism of the Contractor's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily

obstruct road passage, the Contractor shall, at their cost, provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on FDOT right-of-way shall be secured by the Contractor prior to actual beginning of work. The Contractor shall, at his cost, remove all temporary protection from the work site upon completion of the work.

- E. **MEASUREMENT AND BASIS OF PAYMENT** – The Contractor shall furnish a complete cost for accomplishing the required work, prior to the execution of each project work order.

Payment shall be per project, and only for work completed, inspected, and accepted by the City. The Contractor shall submit an invoice for payment within seven (7) calendar days of acceptance by the City for each project. The Contractor shall dispose of debris collected from each project properly and in accordance with all local, state and federal ordinances, rules, laws and statutes.

All invoices shall include the project location and applicable price for each activity.

- F. **CITY'S RIGHT TO STOP WORK** – The City may direct the Contractor to stop the work in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure the proper completion of the Work, avoid injury to third persons, or otherwise meet the objectives of the City.

- G. **OPEN QUANTITY CONTRACT** – The City does not guarantee any minimum or maximum amount of work throughout the term of this Agreement. Furthermore, in the event the respondent cannot meet the City's specifications, including, but not limited to, time for completion, cost for individual project, etc., that the City reserves the right to offer the individual project to the City's alternate vendor(s).

- H. **TERM OF CONTRACT** – The initial term of the contract shall be for three (3) years, with the option for an additional two (2) two-year renewal periods, upon mutual consent of both parties.

CONTRACTOR'S OBLIGATIONS

A. Qualification

1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Owner may take action as prescribed below.
2. Whenever the Owner shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, the Owner shall notify the Contractor that such person is to be discharged from the work. The Contractor shall immediately discharge

said person from the work and shall not again employ said person on this work except with the written consent of the Owner. Should the Contractor fail to remove such person or persons the Owner may withhold all payments.

B. Identification

1. Within ten (10) days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Owner a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted.
2. The Contractor shall be as fully responsible to the Owner for acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

C. Contractor's Supervision

1. Prosecution of Work:

The Contractor shall give the work the constant attention necessary to assure the scheduled progress and he shall cooperate fully with the Owner/Engineer and with other Contractors at work in the vicinity.

2. Contractor's Superintendent:

- a. The Contractor shall at all times have on the work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Owner/Engineer. The superintendent shall have full authority to execute the orders or directions of the Owner/Engineer and to supply promptly any materials, tools, equipment, labor and incidentals, which may be required. Such superintendence shall be furnished regardless of the amount of work sublet.
- b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours.

3. Supervision for Emergencies:

The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, in order that he may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit to the Owner, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along

with a description of the project location to the Florida Highway Patrol and all other local law enforcement agencies.

D. General Inspection Requirements

1. Cooperation by the Contractor:

No work shall be done nor materials used, without suitable supervision or inspection by the Owner or his representative, and the Contractor shall furnish the Owner with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the plans and specifications. If the Owner so requests, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work.

2. Failure to Remove and Renew Defective Materials and Work:

- a. Should the Contractor fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the Owner/Engineer shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.
- b. Any expense incurred by the Owner in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the contract bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the Owner, at its option, to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the contract bond. Any work performed subsequent to forfeiture of the contract, as described in this Paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

3. Inspection by the Federal Government or State of Florida:

When the United States Government, or State of Florida, is to pay a portion of the cost of construction, the construction work will be subject to such inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government, or State of Florida, a party to this contract.

AUTHORITY OF THE ENGINEER AND ENGINEER'S ASSISTANTS

- A. All work shall be done in accordance with the Contract Documents.
- B. It is agreed by the parties hereto that the Engineer shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the contract, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the contract.
- C. The Owner retains the right to inspect all work to verify compliance with the Contract Documents. The Engineer may appoint such assistants and representatives as desired. They shall be authorized to inspect all work done and all materials furnished. This right of inspection in no way means or implies Owner control or other supervision over the work done or the work site. This right is solely for the Owner's benefit and imposes no duties or responsibilities on the Owner and confers no rights on any other parties. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such assistants shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.
- D. The assistants and representatives shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. The Contractor shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the Inspector or other assistant shall in no way lessen the responsibility of the Contractor.

- E. Failure of the Engineer to Reject Work During Construction:

If during, or prior to construction operations, the Engineer should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate the Owner to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

LANDS FOR WORK AND ACCESS THERETO

- A. The Owner will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent

of land provided by the Owner. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.

- B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis.
 - 1. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Owner. If the Contractor fails to clean-up the site, the Owner may choose to clean-up the site at the Contractor's expense.
- C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Owner after obtaining necessary permits, and shall be built with labor and materials furnished by the Contractor without expense to the Owner. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by him at his expense upon the completion of the work. With the written consent of the Owner, such buildings and/or utilities may be abandoned and need not be removed.
- D. The Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents, and shall not unreasonably encumber the project site with construction equipment or other material or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work.
- E. The Contractor is responsible for ensuring and complying with any permit requirements from Federal, State, County, or local agencies in the storage of material on properties not under the control of the Owner. The Contractor shall provide best management practices at storage sites to prevent erosion, hazardous materials contamination, or other contaminations from occurring.

SITE INVESTIGATION

- A. Each Contractor shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under the contract. The Contractor shall thoroughly examine and be familiar with the Contract Documents. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Contract.

The Owner does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

- B. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the work.
- C. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials, obstacles, or conditions to be encountered.
- D. Any failure by the Contractor to acquaint himself with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
- E. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless such understanding or interpretations are made in writing.

PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

- A. Location of existing structures and utilities provided in the Contract Documents are approximate only. Any damage to existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Owner. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- C. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for, or may be required to replace or restore at his own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.
- D. Where the Contractor hauls material or equipment to the project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, he shall immediately, at his expense, repair such road or bridge to as good a condition as

before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.

- E. The Contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the work, or other work or materials of the Owner or Owner's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.
- F. All existing monuments shown on these plans are to be preserved, if possible. Any monuments damaged or destroyed without the express written permission of Owner, including but not limited to horizontal and vertical control points and property corners, are to be restored at the expense of the Contractor by a professional surveyor and mapper, licensed to do business in the State of Florida.

OTHER WORK

- A. The Contractor will cooperate with Owner's separate contractors who may be engaged in authorized work prior to final completion of the project.
- B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The Owner may perform other work related to the project at the site by the Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the Owner within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The Contractor shall afford each utility owner and other contractors (or the Owner, if the Owner is performing the additional work with the Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Owner and the others whose work will be affected.
- D. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Owner, in writing, any delays, defects or other problems in such other work that render it impossible for the Contractor to obtain proper execution or

results. The Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's work.

SUBMITTALS

A. Schedule

1. At or before the Pre-Construction Conference, the Contractor shall submit a preliminary Construction Progress Schedule to the Owner. The Engineer and the Owner will review the schedule and provide the Contractor with comments. Within ten (10) days after receipt of the comments, the Contractor shall deliver to the Owner a Construction Progress Schedule in a form satisfactory to the Owner and showing the proposed dates of commencement and completion of each of the various subdivisions of work. A bar graph format is acceptable for the Construction Progress Schedule. If required by the Owner, at or before the Pre-construction Conference, the Contractor shall provide to the Owner a breakdown of estimated monthly payments for the entire duration of the contract period.
2. For lump sum contracts, the Contractor shall also furnish the Owner with a detailed estimate giving a complete breakdown of the value of items of work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and the schedule will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the contract price.
3. The Construction Progress Schedule shall be updated by the Contractor. All updates to the progress schedule shall be submitted for the Owner's file.
4. The work shall be planned and carried out so as to minimize the interruption of existing services, and/or traffic, or as directed by the Owner/Engineer.
5. If a National Pollution Discharge Elimination System (NPDES) Construction Permit is required for the Project, prior to construction the Contractor is to furnish the Owner/Engineer a copy of the Stormwater Pollution Prevention Plan (SWPPP).

B. Shop Drawings/Working Drawings

1. Four (4) complete sets (plus 1 digital copy on a USB Drive) of detailed shop or working drawings shall be furnished by the prime Contractor to the Engineer for review and processing. The submittal shall include all details, computations, materials, loads, stresses, member sizes, deflections, and temporary connections for precasting.
2. All shop, working and erection drawings prepared by the Contractor or his subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission to the Engineer for review by the Engineer of Record. By approving and submitting shop or working

drawings, the Contractor represents that he has verified work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the specification section or bid item number and page and/or sheet number to which the submission applies. Under no circumstances will submittals be accepted from subcontractors.

The Contractor shall indicate on the working, shop and erection drawings all deviations from the Contract Documents and shall itemize all deviations in the letter of transmittal.

3. Submittals shall be made to the Engineer and will be distributed to the appropriate Design Engineer of Record by the Engineer. The Contractor shall identify each submittal by contract number and title on the form provided by the Engineer. All submittals are to be transmitted in an expeditious manner to ensure "next day delivery". After they have been reviewed by the Engineer or Design Engineer of Record, all submittals shall be stamped either "no exceptions," "exceptions noted" or "rejected" with resubmittal required and returned to the Contractor.
4. Prior to receipt of the reviewed shop or working drawings from the Engineer, work done or materials ordered for items covered by the drawings shall be done at the Contractor's risk.
5. All submittals by the Contractor shall be made sufficiently in advance of the scheduled start of the applicable construction operation to allow for shop drawings review and for Contractor action required in addressing review comments. The review period shall begin on the day the submittal is received in the office of the Engineer and shall be completed on the day the Engineer transmits reviewed drawings to the Contractor.
6. The Contractor shall schedule the submission of shop drawing sheets (to be discussed at the pre-construction meeting) so that approximately twenty-one (21) days are allowed for review by the Engineer and Design Engineer of Record for routine work. For more complex work, the number of copies and the scheduled time for review shall be increased proportionately to the complexity of the work. Contractor submittals that are to be considered as complex and requiring proportionately greater review time include, but are not limited to, the following:
 - a. Contractor submittals of alternative design features or modifications to the original design.
 - b. Contractor submittals of complex designs, unusual construction or equipment and methods requiring analysis of design calculations.

C. Material Safety Data Sheets Requirement

If any chemicals, or materials or products containing toxic substances are to be used at any time during this Contract, pursuant to completion of this Contract, the Contractor shall furnish a Material Safety Data Sheet to both the Owner and the Engineer, prior to commencing such use.

D. Materials

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
2. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" 2010, and all supplemental specifications thereto which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by the Engineer and Owner prior to its use. The Contractor shall prepare the mix formula to be submitted to the Engineer and Owner.
3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the project. The submitted formulas shall be approved by the Engineer and Owner prior to its use. All concrete mix designs shall meet FDOT Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.
4. All Job mix formulas shall be submitted to the Engineer and Owner.

RIGHT TO AUDIT

- A. All of the Contractor's records related to the performance of this contract shall be open to inspection and subject to reproduction by the Owner during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Contractor or any of his payees pursuant to the execution of the contract. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating work sheets, correspondence, Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this contract, and any records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.
- B. For the purpose of such audits, inspections, examinations and evaluations the Owner shall have access to the said records from the effective date of this contract, for the duration of the work, and until thirty-six (36) months after the date of final payment by the Owner to the Contractor for performance under this contract. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.

- C. The Owner shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

DRAINAGE AND EROSION CONTROL

The Contractor shall so conduct his operations and maintain the work in such condition that adequate drainage and erosion control will be in effect at all times. The Contractor shall ensure that all work complies with the plans and permits.

The Contractor shall prepare and submit a Notice of Intent (NOI) to the Florida Department of Environmental Protection (FDEP) for a National Pollution Discharge Elimination System (NPDES) Construction Permit. Additionally, the Contractor shall comply with all NPDES requirements including maintaining a Stormwater Pollution Prevention Plan (SWPPP).

STANDARD SPECIFICATIONS

Unless otherwise specified, the standard specifications to be used for this work shall be the FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2010 hereinafter referred to as "Standard Specifications," except as amended under this Contract.

PRIORITY

In any instance where there is an apparent conflict between these provisions and the corresponding terms of the "Standard Specifications," these provisions shall be controlling.

GPS COORDINATES

- A. The Contractor shall be responsible for providing GPS coordinates of beginning and ending segments. Coordinates shall be sent to the City's Project Manager.

LABORATORY TESTING

Cost of all required field and laboratory testing shall be borne by the Contractor. Testing shall be in accordance with the Standard Specifications and follow typical practices.

CONFORMITY OF WORK WITH PLANS

- A. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.
- B. In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications, but that reasonably acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification, which will provide for an appropriate

adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment.

- C. For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown in the plans, provided that all template and straight edge requirements are met and that suitable transitions are effected.

GUARANTEE

All work shall be guaranteed for a period called out in these documents after completion and acceptance of the work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the Owner under the laws of the State of Florida.

WARRANTY

The Contractor shall obtain and assign to the Owner all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within thirty-six (36) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work that may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the Owner is entitled as a matter of law.

Cured in Place Pipe Specs available under Bid From 8K

END-OF-SCOPE

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SECTION 6: STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

Addendum is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda

Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.

Amendment is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.

Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

Best Value means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.

Bid is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.

Bid Guaranty (Bid Bond) guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.

Bidder or Proposer is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")

City means the City of South Daytona.

Competitive Negotiation means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be

conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.

Competitive (Formal) Solicitation is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.

Competitive Range means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.

Construction means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.

Contract is a written agreement or purchase order issued for the purchase of goods or services.

Contractor means the person, firm or entity selling goods or services to the City under a Contract.

Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.

Due Date means the date and time specified for receipt of Responses to a Solicitation.

End User is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.

Evaluation/ Selection Committee/Team is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.

Evaluator is a member of the evaluation committee/team.

Goods are supplies ,materials, or equipment.

Intent to Award is a document that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.

Invitation to Bid (ITB) or Bid means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.

Invitation to Negotiate (ITN) means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.

Issues means points, matters, or concerns to be addressed during the negotiations.

Lead Negotiator is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.

Lowest Responsible Bid means the responsive Bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.

Negotiation Team is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).

Negotiator is a member of the negotiation team.

Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

Offer means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to

a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.

Outlier is a bid, offer, or proposal which is determined by the City to be significantly dissimilar to or inconsistent with, competing bids or offers.

Pre-Bid/Proposal/Statement/Reply Conference means a meeting conducted by the City, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.

Price Analysis is an evaluation of the total cost of a contract in order to determine if the price is reasonable.

Procurement (Process) is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.

Professional Services means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Protest is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.

Proposal is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.

Purchase Order is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

Request for Proposal (RFP) means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised.

Request for Statement of Qualifications (RFSQ) means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.

Respondent means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.

Response/Submission means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

Responsible (Vendor) is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive (Vendor) is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.

Scope means the extent of the area or subject matter that something deals with or to which it is relevant.

Scope of Work means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.

Services include all work or labor performed for the City on an independent contractor basis other than construction.

Solicitation means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.

Solicitation Document means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.

Stakeholder means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.

Subcontractor means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.

Subject Matter Expert means a person who has working or expert knowledge about a particular topic or field.

Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

Vendor is a person, firm, or entity that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

SECTION 7: GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of South Daytona. General Requirements apply to all advertised Solicitations; however, these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS /INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by listing the addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the City on www.southdaytona.org.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the Deputy City Clerk at 386-322-3011 at least 48 hours before the scheduled event.

5. ANTI-COLLUSION STATEMENT

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of South Daytona, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of South Daytona all rights, title and interest in and to all causes of action it may now or hereafter acquire under the

Anti-trust 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 City of South Daytona. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

6. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

7. ASSIGNMENT

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of South Daytona. Any such assignment or transfer shall not **release** Vendor from all contractual obligations. If the Vendor requires the services of any subcontractor or professional associate in connection with the work to be performed, the Vendor must obtain the written approval of the City prior to engaging such subcontractor or professional associate. The Vendor will remain fully responsible for the services of any subcontractors or professional associates.

8. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the City.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the City.

9. AWARDS

Results from the evaluation committee will be considered by the City of South Daytona City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of South Daytona City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of South Daytona.

10. AWARD AND EXECUTION OF CONTRACT:

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the City, within the time specified.

11. BID RETURNS

Vendors shall return all completed Responses to the City of South Daytona at the address set forth in the ITB on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

12. BID PROTEST

In any case where a bidder wishes to protest either the results of or intended disposition of any bid, the following action is required:

- (1) The bidder shall submit a formal written protest to the city manager forty-eight (48) hours after the posting of the notice of decision or intended decision as set forth on a city council agenda item. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, bids, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within forty-eight (48) hours after the posting of the solicitation.
- (2) The formal written protest shall state with particularity the facts and law upon which the protest is based.
- (3) Failure to submit a formal written protest shall constitute a waiver of proceedings.
- (4) Upon receipt of the formal written protest that has been timely filed, the city shall stop the solicitation or contract award process until the subject of the protest is resolved by final city action. However, the city may continue the solicitation or award process, provided the city manager sets forth in writing particular facts and circumstances, which require the continuance of the solicitation or contract award process without delay, in order to avoid an immediate and serious danger to the public health, safety or welfare. The city will resolve the protest in the following manner:
 - a. As soon as possible after receipt, the finance director shall provide written bid protest to the city manager, city attorney, department head involved, and supervisor directly involved in the acquisition.
 - b. The finance director shall schedule within seven (7) business days, excluding weekends and holidays a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before council. After reviewing all relevant information, the city manager shall render a decision.
 - c. If the protester disagrees, he may appeal to the city council at a formal council meeting. After reviewing the evidence, the city council will issue their decision. The city council's decision is final; however, the protester can appeal the administrative decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the city council's final decision. Decisions at all levels shall be in writing to the protestor.

13. BID/PROPOSAL TABULATION

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it by contacting the Deputy City Clerk at 386-322-3011.

14. BONDS

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the City deems it necessary, bid bonds/deposits shall be prescribed and are

advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of South Daytona. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the City has required such. A successful Vendor shall forfeit any surety required by the City upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

In accordance with section 255.05, Florida Statutes, the Bidder, if awarded the Contract and the bid amount is \$100,000 or more, shall execute and file acceptable performance and payment bonds equal to 100% of the contract price within ten (10) days after written notice of the award of contract. No bidder may withdraw their bid for a period of ninety (90) days after the date set for opening of bids.

15. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of South Daytona as a Certificate Holder prior to execution of the contract. (For details, see **Insurance Requirements**)

16. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of South Daytona. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

17. CHANGE ORDER REQUEST NOTIFICATION

The Successful Contractor is responsible for giving the City of South Daytona, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

18. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

19. COMMENCEMENT AND COMPLETION

Vendor is responsible for commencing work under this Solicitation/Agreement within 30 days upon receipt of the Notice of Award and must substantially complete the work not later than 90 calendar days thereafter, and to fully complete the work within 120 calendar days (unless specified in the Agreement approved by Council). The Vendor shall not be entitled to any damages on account of hindrances or delays in construction from any cause whatsoever. This paragraph shall include but not be limited to any actions which result in delays in scheduling,

substantial changes in scope of work, or substantial increases in the costs of performing the work under this Agreement.

Liquidated damages will be assessed against Vendor in the amount of \$500 per day, for each day after each milestone that the work contemplated is incomplete.

20. COMPLIANCE/CONSISTENCY WITH SCRUTINIZED COMPANIES PROVISIONS OF FLORIDA STATUTES

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Vendor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Vendor further hereby certifies that Vendor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Vendor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Vendor to civil penalties, attorney's fees, and/or costs. Vendor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Vendor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the Vendor is found to have submitted a false certification, 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 has been engaged in business operations in Cuba or Syria.

21. CONDUCT OF VENDORS

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Selection Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Bid Coordinator. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

22. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- a) Written communication directed to the Bid Coordinator;
- b) All communications occurring at Pre-Proposal Conferences;
- c) Oral presentations before publicly notice committee meetings;
- d) Procurement of goods and services for Emergency situations; and
- e) Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

23. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of South Daytona employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

24. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

25. CONTRACT

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the City Manager has the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of South Daytona, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

26. CONTRACT OBLIGATION

The City of South Daytona City Council shall approve the contract if greater than \$25,000 annually. The Mayor or other person authorized by the Council must sign the contract before it becomes binding on the City of South Daytona or the Vendor. Department heads are NOT authorized to sign contracts for the City of South Daytona. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

27. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of South Daytona and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

28. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000) shall require council approval before the purchasing contracts are entered into.

29. COPELAND "ANTI-KICK BACK" ACT – 18 USC 874 AND 40 USC 276C; 29 CFR PART 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

30. COPYRIGHT AND PATENT RIGHTS

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

31. COST INCURRED BY VENDOR

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

32. DAMAGE

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the City must be completed within one week of discovery.

33. DEBARMENT HISTORY

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the City.

34. DEFAULT PROVISIONS

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

35. DELIVERY OF GOODS/SERVICES

All materials are to be delivered F.O.B.; City of South Daytona designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the City. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the City reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the

contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the City.

36. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER/PROPOSER

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a) The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b) Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d) The quality of performance of previous contracts.
- e) The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f) The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h) The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i) The number and scope of conditions attached to the bid.
- j) Such other factors as appear to the City Council to be pertinent to the bid or the contract under all of the circumstances involved.

37. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

38. EQUAL OPPORTUNITY CLAUSE.

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- 3) The contractor will 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.
- 4) 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.
- 5) 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.
- 6) 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 may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) 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.

39. EVALUATION

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of South Daytona and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of South Daytona reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

40. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

41. E-VERIFY

Vendors 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 Vendor during the term of contract and shall expressly require any subcontractor performing 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 term of contract.

42. FACILITIES

The City reserves the right to inspect the Vendor's facilities at any time.

43. FEDERALLY ASSISTED PROJECTS

If this is a federally assisted project it will be subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above would be included in the bid packet.

If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. Vendor shall make inquiry from the City's Project Manager to determine whether Federal or State funding is applicable to this Agreement.

- i. E-Verify. Vendor must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Vendor during the Term of this Agreement.
- ii. Agency. Vendor agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
- iii. Indemnification. To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all 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 Vendor and persons employed or utilized by Vendor in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the City's sovereign immunity.
- iv. Workers' Compensation Insurance. Vendor must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, Vendor must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), Vendor must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Vendor must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Vendor shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not

be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. Vendor shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The City's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

vi. Inspections. Vendor shall permit, and require its subcontractors to permit, the City's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.

vii. Auditor General Cooperation. Vendor shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

j. E-Verify Compliance. Vendor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Vendor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Vendor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Vendor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

44. FISCAL YEAR FUNDING APPROPRIATION

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

Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Vendor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

The City is obligated only to the extent that funds are included in the City's fiscal year and/or capital budget. Should the City not include funds for this expense the Agreement is null and void.

45. FINANCIAL STABILITY

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

46. FORCE MAJEURE

Notwithstanding any provisions of this Solicitation Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Solicitation/Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of

Services" of this Solicitation / Agreement specifies that performance by Vendor is specifically required during the occurrence of any of the events herein mentioned.

47. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

48. GOVERNING LAW

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of South Daytona, Chapter 2, Article VI, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of South Daytona is on file with the Deputy City Clerk, City Hall, 1672 S. Ridgewood Avenue, South Daytona, Florida and at www.municode.com.

The City of South Daytona is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug- Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

49. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

50. HIPAA COMPLIANCE

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

51. IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

52. INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

53. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

54. INSPECTIONS AND TESTING

City of South Daytona reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

55. INSURANCE

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of South Daytona shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

56. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

57. INSURANCE REQUIREMENTS

The Vendor shall provide to the City a certificate of insurance identifying the City of South Daytona as an additional insured.

For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

- i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease;
- ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000;
- iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage;
- iv. Professional Liability (Errors & Omissions) shall be included at \$1,000,000 minimum.
- v. Fire damage liability shall be included at \$300,000.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City before commencement of any work activities.

58. INVOICES AND PAYMENTS

All invoices shall be sent to: City of South Daytona, Accounts Payable, P.O. Box 214960, South Daytona, Florida, 32121-4960. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

59. IRREVOCABILITY OF RESPONSES

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

60. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

61. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of South Daytona, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of

the City of South Daytona, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

62. LICENSES, PERMITS AND TAXES

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

The City of South Daytona wants to ensure that all bidders are licensed to do work in Volusia County. All bidders must be registered with the Volusia County Licensing Program prior to start of any construction activities associated with this project. The bidder's name must match the Licensee name in order to qualify.

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

63. LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the City.

64. LITERATURE (if applicable):

If no particular brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

65. MAINTENANCE

Maintenance required for equipment Solicitation is preferred to be available in the City of South Daytona by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of South Daytona opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

66. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City of South Daytona to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of South Daytona shall act as sole judge in determining equality and acceptability of products offered.

67. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

68. NON-EXCLUSIVITY OF CONTRACT

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of South Daytona reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of South Daytona.

69. NON-PERFORMANCE:

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

70. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

71. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost-effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

72. OTHER AGENCIES

All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

73. OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of South Daytona. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

74. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

75. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the City. The Contractor shall perform on the site and with his own organization work equivalent to not less than 50 percent of the total dollar value of the work to be performed under this contract except that work designated hereinafter as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

76. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The City shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located at City Hall, 1672 S. Ridgewood Avenue, South Daytona, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

77. PREPARATION OF RESPONSES

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti- Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his name and give his business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

78. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re- advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

79. PRICING

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all-inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

80. PRODUCTS/ESTIMATES:

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

81. PROHIBITED INTERESTS

No official of the City who is authorized in such capacity, and on behalf of the City to negotiate, make, accept or approve, or to take part in negotiating, making accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

82. PROPRIETY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

83. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

84. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

85. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- e) The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 RIDGEWOOD AVENUE, SOUTH DAYTONA, FL 32119.

86. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

87. PURCHASE ORDER AND DELIVERY

The successful Vendor shall not deliver products or provide services without a City of South Daytona Purchase Order, signed by an authorized agent of the City of South Daytona. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of South Daytona without prejudice to other remedies provided by law. Where delivery times are critical, the City of South Daytona reserves the right to award accordingly.

88. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

89. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the City and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City shall not be responsible for oral interpretations given by any City personnel

or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

90. RECORDS/AUDIT

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

91. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the Buyer with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available.

92. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

93. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

94. RIGHT OF NEGOTIATION RFP/RFSQ(RFQ)/ITN

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

95. RIGHT OF WITHDRAWAL

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

96. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

97. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

98. SAMPLES

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the

Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

99. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties.

It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

100. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

101. SIGNATURE REQUIRED

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

102. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of South Daytona City Council (if required). The City of South Daytona will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

103. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

104. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the City. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: City South Daytona, Office of the City Manager, City Hall, 1672 S. Ridgewood Avenue, South Daytona, Florida 32119. Responses submitted by hand delivery shall be delivered to: City South Daytona, Office of the City Manager, City Hall, 1672 S. Ridgewood Avenue, South Daytona, Florida 32119. Responses will be accepted until 2:00 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in

one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

105. SOVEREIGN IMMUNITY.

Nothing in this Solicitation or Agreement extends, or will be construed to extend, the City's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Solicitation or Agreement is a consent, or will be construed as consent, by the City to be sued by third parties in any matter arising out of this Solicitation or Agreement.

106. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <https://dos.myflorida.com/sunbiz/manage-business/certification>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

107. SUBCONTRACTING

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of South Daytona.

108. SUPPLEMENTAL MATERIALS

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package.

Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

109. TAXES

The City of South Daytona is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of South Daytona.

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

110. TERM CONTRACTS

Acceptance by the City of South Daytona of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

111. TERMINATION

The City of South Daytona reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of

South Daytona may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

112. TIME IS OF THE ESSENCE

Time is of the essence in the lawful performance of all goods and/or services, duties and obligations provided by the Vendor under the terms of this Agreement. The Vendor agrees that Vendor shall diligently and expeditiously pursue the Vendor's obligations at such a rate of progress as will ensure full completion thereof within the time specified.

113. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to City of South Daytona until City of South Daytona actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

114. UNBALANCED BID

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

115. USE OF SOLICITATION FORMS

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

116. VARIANCES

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

117. VENDOR'S PRODUCT OR SERVICES

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.

In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments.

Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

118. WAIVER OF IRREGULARITIES

The City of South Daytona reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The City Council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations.

119. WARRANTIES

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of South Daytona may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of South Daytona may correct at the Vendor's expense.

SECTION 8: SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY: Bids offered in this ITB must remain firm for a period of ninety (90) Days from the ITB opening date.

CONTRACT TERM:

The term of the contract shall be three (3) years, with the option for an additional two (2) two-year renewal periods, upon mutual consent of both parties.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

BID BONDS: A certified check or bank draft, payable to the City of South Daytona, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

Cured in Place Pipe Specs available under Bid From 8K

SECTION 8: BID FORMS

BID FORM 8A: BID SUBMITTAL CHECKLIST

- ☐ Form 8B: Acknowledgement and Pricing Proposal
- ☐ Form 8C: Drug Free/Tie Preference Statement
- ☐ Form 8D: Public Entity Crimes Statement
- ☐ Form 8E: Anti-Collusion Statement
- ☐ Form 8F: Statement of Vendor Qualifications
- ☐ Form 8G: Professional References for Previous Experience
- ☐ Form 8H: Listing of Subcontractors
- ☐ Form 8I: Cured in Place Pipe Specs
- ☐ Form 8J: Cured-in-Place Pipe Specs
- ☐ Independent Contractors Agreement
- ☐ Attachment: Bid Proposal
- ☐ Copy of License(s)
- ☐ Insurance Certificate
- ☐ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) copy.

BY:

Name of Business

Authorized Signature

Printed Name and Title

Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8B: Bid Form
Acknowledgement and Pricing Proposal**

PROJECT IDENTIFICATION: **Sewer Rehabilitation Services**

BID IDENTIFICATION AND NUMBER: BID NO. 23-B-005

THIS BID IS SUBMITTED TO:

**CITY OF SOUTH DAYTONA
OFFICE OF THE CITY MANAGER
1672 S. RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119**

Name of Bidder: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: (____) _____ FAX Number: (____) _____

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Please note that the City may award contracts to multiple contractors.

BID

The undersigned offers to furnish all materials, equipment and labor for construction of the "BID NO. 23-B-005, Sewer Rehabilitation Services," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The bid price as outlined in Bid Form 8J is attached.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this ____ day of _____, 20____.

(Name of Bidding Firm)

(Signature of person signing form)

(Printed name and Title of person signing form)

STATE OF _____
COUNTY OF _____

This document was sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____,

he/she is personally known to me or has presented _____ as identification.

Notary Public

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8C:
Drug-Free Preference Statement

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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 five (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, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

(Name of Bidding Firm)

(Signature of person signing form)

(Printed name and Title of person signing form)

STATE OF _____
COUNTY OF _____

This document was sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, he/she is personally known to me or has presented _____ as identification.

Notary Public

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8D:
Public Entity Crimes Statement**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant who, being by me first duly sworn, made the following statement:

This sworn statement is submitted with Bid, Proposal **or** Contract No _____ for _____ . This sworn statement is submitted by

_____ whose business address is _____ and (if applicable)

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

_____.)

My name is _____ and my relationship to the entity named above is

(relationship such as sole proprietor, partner, president, vice president)

- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- (5) 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 entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

(Name of Bidding Firm)

(Signature of person signing form)

(Printed name and Title of person signing form)

STATE OF _____
COUNTY OF _____

This document was sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, he/she is personally known to me or has presented _____ as identification.

Notary Public

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8E:
Anti-Collusion Statement

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.

(Signature of person signing form)

(Printed name and Title of person signing form)

Name of Bidder: _____

Address: _____

City/State/Zip: _____

Phone Number: (____) _____ FAX Number: (____) _____

FEIN Number: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of South Daytona.

NO BID (REASON): _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8F:
Statement of Vendor Qualifications

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this Form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- (1) Name of Vendor.
- (2) Permanent main office address.
- (3) Date organized.
- (4) If a corporation, where incorporated.
- (5) How many years have you been engaged in the contracting business under your present firm or trade name?
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- (7) General character of work performed by your company.
- (8) Have you ever failed to complete any work awarded to you? If so, where and why?
- (9) Have you ever defaulted on a contract? If so, where and why?
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- (11) List your major equipment currently owned or leased.
- (12) Experience in work similar to this type of project.
- (13) Background and experience of the principal members of your organization, including the officers.
- (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

(Name of Bidding Firm)

(Signature of person signing form)

(Printed name and Title of person signing form)

STATE OF _____
COUNTY OF _____

This document was sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20____, he/she is personally known to me or has presented _____ as identification.

Notary Public
My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8G: Professional References for Previous Experience

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

Reference 1:

<i>Company Name:</i>	
<i>City, State:</i>	
<i>Contact Person:</i>	
<i>Telephone Number:</i>	
<i>Email Address:</i>	
<i>Description of Goods or Services provided:</i>	
<i>Contract Amount:</i>	
<i>Start/End Date of Contract:</i>	

Reference 2:

<i>Company Name:</i>	
<i>City, State:</i>	
<i>Contact Person:</i>	
<i>Telephone Number:</i>	
<i>Email Address:</i>	
<i>Description of Goods or Services provided:</i>	
<i>Contract Amount:</i>	
<i>Start/End Date of Contract:</i>	

Reference 3:

<i>Company Name:</i>	
<i>City, State:</i>	
<i>Contact Person:</i>	
<i>Telephone Number:</i>	
<i>Email Address:</i>	
<i>Description of Goods or Services provided:</i>	
<i>Contract Amount:</i>	
<i>Start/End Date of Contract:</i>	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8H: Listing of Subcontractors

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	☐ Yes ☐ No

Subcontractor 2:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	☐ Yes ☐ No

Subcontractor 3:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	☐ Yes ☐ No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8I: Cured-in-Place Pipe Specs

A. REQUIREMENTS

1. The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.
2. The OWNER requires all Customers to be notified a minimum of 5 calendar days of any anticipated flow interruptions. It is the Contractor's responsibility to make said Customer notifications.
3. The CIPP shall be continuous, jointless and structurally sound liner from manhole to manhole. All existing and confirmed lateral connections shall be internally reinstated/reopened. The Contractor will be responsible for sealing all manhole wall and lateral reinstatement connections.
4. The OWNER will pay for installed materials only per the Contract Bid Tabulation Bid Item Unit Cost.
5. All work shall adhere to Occupational Health and Safety Administration (OSHA) standards, current edition.
6. Maintenance of Traffic shall adhere to FDOT Design Standards, Index 600, current edition.

B. REFERENCE SPECIFICATIONS AND STANDARDS

- 1) This specification references the following American Society for Testing and Materials (ASTM) Standard Specifications, American Water Works Association (AWWA) Specifications and their reference standards, which are made a part hereof by such reference and shall be the latest edition and revision thereof. All work shall comply with the reference standards unless specifically stated otherwise in this Specification.
 - a. ASTM D5813 - Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe
 - b. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
 - c. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe
 - d. ASTM D543 - Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents
 - e. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
 - f. ASTM D790 - Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials
 - g. ASTM D792 - Standard Test Methods for Density and Specific Gravity of Plastics by displacement
 - h. ASTM F2019-03 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-In-Place Thermosetting Resin Pipe (CIPP)
 - i. ASTM D2122-98(2004) - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

- j. ASTM D2990 - Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

C. PERFORMANCE WORK STATEMENT (PWS)

- 1) The Contractor shall submit, to the OWNER, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the OWNER, the PWS shall at a minimum contain the following:
 - a. Clearly indicate that the CIPP will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.
 - b. Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-video inspections, by-pass pumping, maintenance of traffic, installation procedure, method of curing, lateral reinstatement, quality control, testing to be performed, final video inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.
 - c. Contractor's description of the proposed CIPP lining technology, including a detailed plan for identifying all existing lateral connections and maintaining all Customer sewer service during CIPP installation.
 - d. A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.
 - e. The name and experience of each lead individual performing work on this Contract shall be submitted with the PWS.
 - f. Engineering design calculations, in accordance with the Appendix of ASTM F1216, for each length of liner to be installed including the thickness of each proposed CIPP. It will be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all of the line sections. These calculations shall be performed and certified by a qualified Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications or has been pre-approved by the OWNER.
 - g. Proposed manufacturers technology data shall be submitted for all CIPP products and all associated technologies to be furnished.
 - h. A detailed description of the Contractor's proposed procedures for removal of roots/blockages in the pipe that may be encountered during the cleaning process.
 - i. A detailed public notification plan shall be prepared and submitted including detailed staged notification to Customers affected by the CIPP installation.

PART 2 – PRODUCTS

A. MATERIALS

1) The CIPP System must meet the chemical resistance requirements of these contract documents. All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in accordance with the CIPP manufacturer's recommendations to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the OWNER. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

B. FABRIC TUBE

- 1) The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813 & ASTM F2019.
- 2) The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections. The Contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.
- 3) The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
- 4) The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipe in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.
- 5) The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.
- 6) No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the felt fabric and the activated resin containing a colorant.
- 7) The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.
- 8) Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.

9) The outside of the fabric tube shall be marked every 5 feet with the name of the CIPP manufacturer, manufacturing lot and production footage.

10) The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

11) The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

C. RESIN

1) The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

2) It is the desire of the OWNER that the CIPP liner adhere to the walls of the host pipe in as many locations as possible to reduce the likelihood of infiltration through the annular space between the host pipe and liner.

3) Therefore, **the basis of design shall be 100% epoxy resin**, or approved equal. Requests for consideration of equivalent resins other than 100% epoxy shall include a detailed comparison of the benefits & disadvantages (i.e. pros and cons) of the alternate resin system versus the basis of design 100% epoxy resin over the lifecycle of the product.

D. STRUCTURAL REQUIREMENTS

1) The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein:

- a. The CIPP shall be designed as per ASTM standards. The structural properties of the CIPP design shall assume no benefit related to bonding to the original pipe wall.
- b. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 33% of the initial design flexural modulus as determined by ASTM D790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.
- c. The CIPP material shall, at a minimum, meet or exceed the structural properties, as listed below:
 - i. Flexural Strength (Short Term) 4,500 psi (ASTM D790)

- ii. Flexural Modulus of Elasticity (Short Term) 250,000 psi (ASTM D790) iii. Method Cured Composite Per ASTM F1216
- 2) The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer and in accordance with the Design Equations contained in the appendix of the ASTM standards, and the following design parameters:
- a. Design Safety Factor - 2.0 (1.5 for pipes 36" or larger)
 - b. Creep Retention Factor - 33%
 - c. Ovality - 2% or as measured by field inspection
 - d. Constrained Soil Modulus Per AASHTO LRFD Section 12 and AWWA Manual M45
 - e. Groundwater Depth - As specified or indicated on the Plans
 - f. Soil Depth (above the crown) - As specified or indicated on the Plans
 - g. Live Load - Highway, railroad or airport as applicable
 - h. Soil Load (assumed) - 120 lb/cu. Ft.
 - i. Minimum service life - 50 years
- 3) The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system. Certified material test results shall be included that confirm that all materials conform to these specification and/or the pre-approved system. Materials not complying with these requirements will be rejected.

E. PRODUCT SUBMITTALS

- 1) The Contractor shall submit the following information:
- a. Manufacturer's certification that the materials to be used meet the referenced standards and these specifications.
 - b. License or certificate verifying Manufacturer's/Licenser's approval of the installer.
 - c. Proposed equipment and procedures for accomplishing the work.
 - d. Tube wet-out & cure method including:
 - i. A complete description of the proposed wet-out procedure for the proposed technology.
 - ii. The Manufacturer's recommended cure method for each diameter and thickness of CIPP liner to be installed. The PWS shall contain a detailed curing procedure detailing the curing medium and the method of application.
 - iii. Design calculations for wall thickness designs to be completed by an Engineer proficient in the pipe design.

PART 3 – CONSTRUCTION

A. PREPARATION AND CLEANING

- 1) Contractor shall perform pre-video inspection of the pipe to be lined. The Contractor shall provide the OWNER a copy of the video in digital format for review and approval.
- 2) The pre-video shall be after the pipe is cleaned.

- 3) The Contractor is responsible to clear the pipe of obstructions that will interfere with the installation and long-term performance of the CIPP.
 - 5) If the pre-video inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit proper installation of the CIPP, the Contractor may be directed by the OWNER to correct the problem(s) prior to lining by utilizing open cut repair methods. The Contractor shall be compensated for this work under a Contract Bid Item.
- 6) The Contractor shall be responsible for confirming the locations of all lateral connections prior to installing and curing the CIPP.
- 7) In the event the status of a lateral connection cannot be adequately defined, the OWNER will make the final decision, prior to installation and curing of the liner, as to the status.
- 8) The Contractor may, under the direction of the OWNER, utilize any of the existing manholes in the project area as installation access points. If a road closure or detour is required due to the location of the gravity sanitary sewer, Contractor must obtain permission from the OWNER and maintenance authority of the road (e.g. City of Edgewater, County of Volusia, Florida Department of Transportation).
- 9) The Contractor shall remove all internal debris from the pipe that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. The Contractor shall dispose of all debris at no additional charge to the OWNER. Moving material from manhole section to manhole section shall not be allowed. As applicable, the Contractor shall either plug or install a by-pass pumping system to properly clean the pipe. Precaution shall be taken by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor.
- 10) The liquid portion of the any vacuumed material may be carefully decanted and returned to the OWNER's sanitary collection system at a location designated by the OWNER and only under direct supervision of OWNER's staff. Contractor shall coordinate such decanting operations subject to the availability and convenience of OWNER's staff. Contractor shall retain the solid portion, including any grease, grit, and gross solids, and any liquid in which such solids are entrained for disposal at a properly permitted facility. This allowance for decanting into OWNER's collection system requires continued good faith on the Contractor's part and may be limited or wholly rescinded at any time should OWNER observe or suspect that Contractor is not practicing due care in the adherence to these limitations.
- 11) The Contractor is responsible for construction water. The OWNER can supply the Contractor with a Temporary Construction Water Meter (with proper backflow prevention) provided an account is applied and paid for by the Contractor with the OWNER's Billing Department.

B. BY-PASS PUMPING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. The work covered by this section consists of providing all labor, equipment, material, and supplies and performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, shall be considered incidental to the work and no additional compensation will be allowed.

1.02 GENERAL

- A. When the depth of flow in the sewer line being televised or repaired is above the maximum allowable for the proposed work, then the Contractor shall reduce the flow to the level shown below by manual operation of pump stations, plugging or blocking of the flow or by pumping and bypassing of the flow as acceptable to the Engineer. For manual operation of pump stations, the Contractor shall coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow shall only be allowed when the Contractor can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.
- B. The depth of flow in the sewer line being televised or repaired shall not exceed that shown for the respective pipe sizes and for the operations indicated.
- C. Initial Television Inspection. For the initial television inspection, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.
- D. Television Inspection Before and After Lining Installation. For the television inspection before and after lining installation the sewer line shall be blocked completely. No flow, except infiltration before lining, will be allowed through the sewer line.
- E. Other Television Inspection, including Warranty.

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	25 Percent (25%) of Pipe Diameter
Above 24" Pipe	30 Percent (30%) of Pipe Diameter

F. Television Inspection After Joint Testing/Sealing. For the television inspection after joint testing/sealing the sewer line shall be blocked completely. No flow will be allowed through the sewer line.

G. Joint Testing/Sealing

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	30 Percent (30%) of Pipe Diameter
Above 24" Pipe	35 Percent (35%) of Pipe Diameter

H. Pipe Lining Installation. For the pipe lining installation, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.

I. Manhole Repairs. For manhole repairs, the flow through the manhole shall be controlled or blocked completely, as required, to properly complete the repairs as specified.

1.03 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PLUGGING AND BLOCKING

A. A sewer line plug shall be inserted into the line upstream of the section being televised or repaired. The plug shall be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations the flow through the line

being worked shall be reduced to within the maximum limits stated above. After the work has been completed, the flow shall be restored to normal.

3.02 PUMPING AND BYPASSING

- A. When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits, and other equipment to divert the flow around manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, engine shall be equipped in a manner to keep noise to a minimum.

3.03 FLOW CONTROL PRECAUTIONS

- A. When flow in a sewer line is plugged, blocked or bypassed by the Contractor, he shall take sufficient precautions to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging. Further, the Contractor shall take precautions to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved and he shall be responsible for any damage resulting from his flow control operations.
- B. When flow in a sewer line is plugged or blocked by the Contractor, he shall monitor the conditions upstream of the plug and shall be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter which is bypass pumped from the sewer collection system shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored, or deposited on the ground, swale, road, stormwater drainage system or open environment. The Contractor shall protect all pumps, conduit and other equipment used for bypass pumping from traffic.
- C. Should the liquid or solid matter from the sewer collection system be spilled, discharged, leaked, or otherwise deposited to the open environment as a result of the Contractor's flow control operations, he shall be responsible for all cleanup and disinfection of the affected

area and all costs associated with same. The Contractor shall also be responsible for notifying the sewer system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the Owner.

C. INSTALLATION OF LINER

- 1) Neither the CIPP system, nor its installation, shall cause adverse effects to any of the OWNER's processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the OWNER and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements.
- 2) The CIPP liner shall be installed and fully cured prior to installation of a Manhole Liner.
- 3) The Contractor shall clean-up, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule clean-up in a manner to cause the least possible obstruction and inconvenience to Customers, traffic, pedestrians, businesses, etc.
- 4) The CIPP liner shall be installed and cured in the host pipe in accordance with the CIPP manufacturer's recommendations as described and submitted in the PWS.
- 5) The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a continuous, jointless and structurally sound liner from manhole to manhole able to withstand all imposed static and/or dynamic loads, and free of all defects that will affect the long term life and operation of the pipe.
- 6) CIPP installation shall be in accordance with the applicable ASTM standards with the following modification:
 - a. The wet-out tube shall be positioned in the pipe using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- 7) Prior to installation, and in accordance with the CIPP manufacturer's recommendations, remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
- 8) Curing shall be accomplished by utilizing the appropriate medium in accordance with the CIPP manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles. The CIPP manufacturer's recommended cure schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.
- 9) The CIPP liner shall not be installed through a manhole. Each liner shall begin and end at a manhole.

D. COOL DOWN

- 1) The Contractor shall cool the liner in accordance with the CIPP manufacturer's recommendations as described and outlined in the PWS.
- 2) Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP manufacturer's recommendations.

E. FINISH

- 1) The installed CIPP shall be continuous over the entire length of a pipe section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.
- 2) Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense, in accordance with the procedures submitted under Part 3, G. CIPP Repair/Replacement.
- 3) The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
- 4) The connection at the host pipe interface with all service laterals shall be sealed to provide a water tight seal. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
- 3) If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight liner in accordance with the CIPP manufacturer's recommendations.

F. MANHOLE AND LATERAL CONNECTIONS

- 1) A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole walls and at all lateral connections in accordance with the CIPP manufacturer's recommendations.
- 2) The maximum a lateral can be plugged is 8 hours. Lateral connections may not remain plugged overnight.
- 3) Laterals shall be internally reinstated unless indicated otherwise in the contract documents.
- 4) Lateral reinstatement shall be made after the CIPP has been installed, fully cured, and cooled down. It is the Contractor's responsibility to make sure that all lateral connections are reinstated.
- 5) All existing and confirmed lateral connections shall be internally reinstated/re-opened to their original shape and capacity (minimum 95%) using a CCTV camera and remote cutting tool. Lateral connections shall not be cut more than 100% of the original shape or capacity.
- 6) In the event that lateral reinstatements result in openings that are greater than 100% of the original opening, the Contractor shall install a CIPP type repair, sufficiently in size, to repair the over-cut lateral opening, at no additional charge to the OWNER.

- 7) The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris. All over-cut lateral connections will be properly repaired to meet the requirements of these specifications.
- 8) Pipe coupons resulting from lateral reinstatements shall be collected at the downstream manhole prior to leaving the site. At no time shall coupons be left in the gravity sanitary sewer system.

G. CIPP REPAIR/REPLACEMENT

- 1) Occasionally installation will result in the need to repair or replace a defective CIPP. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be accordance with the CIPP manufacturer's recommendations and shall be submitted as part of the PWS.
- 2) Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.
- 3) Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.
- 4) Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

PART 4 – FINAL COMPLETION

A. TESTING

- 1) The Contractor shall have an independent testing lab analyze finished liner regarding the ASTM standards for Tensile Properties, Flexural Modulus, Chemical Resistance and wall thickness (or as specified by the OWNER). Samples shall be taken from manhole cutoffs and lateral coupons.
- 2) A minimum of 1 sample shall be taken of the first segment installed at each location specified in the Contract Bid Documents.
- 3) A minimum of 2 samples shall be taken for each 2,500 linear feet of liner installed or for each manufacturing lot.
- 4) The laboratory results shall identify the test sample location as referenced to the nearest manhole and station.
- 5) If properties tested do not meet minimum requirements, the liner shall be repaired or replaced by the Contractor, at no cost to the OWNER.
- 6) The installed liner thickness shall be measured for each line section installed. If the liner thickness does not meet these specifications then the liner shall be repaired or removed by the Contractor at no cost to the OWNER. The liner thickness shall have tolerance of minus 5% plus 50%. The Contractor may use industry proven, non-destructive methods for confirming the thickness of the installed liner.

- 7) The Contractor shall furnish removable sizing sleeves, when possible, to collect liner samples, which accurately replicate the hose pipe diameter.
- 8) All liner testing and repairs to the installed CIPP shall be completed before Final Completion and Final Payment to the Contractor.

B. INSPECTIONS

- 1) Contractor shall perform a post-video inspection of the lined pipe. The Contractor shall provide the OWNER a copy of the video in digital format for review and approval.
- 2) Immediately prior to conducting the post-video, the Contractor shall thoroughly clean the newly installed liner removing all debris and buildup that may have accumulated.
- 3) The post-video shall be after the installation of the CIPP and all laterals are reinstated.
- 4) The post-video will visual inspect the finished liner as follows:
 - a. Shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects.
 - a. Shall maintain the overall hydraulic capacity of the original pipe diameter. In those cases where full capacity cannot be achieved after liner installation, the Contractor shall submit a request to waive this requirement, together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- 2) The post-video shall be submitted to the OWNER within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges.
- 3) If post installation inspection documentation is not submitted within Ten (10) working days of the liner installation, the OWNER may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost.
- 4) Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewer from entering the pipe during the post-video inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.
- 5) Where leakage is observed through the wall of the pipe, the Contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify the leak-proof integrity of the installed liner to the satisfaction of the OWNER.

C. AS-BUILTS

- 1) As-Built drawings/reports and pre & post inspection videos shall be submitted to the OWNER for review and approval for Final Completion contract date. As-Built

drawings will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings provide to the Contractor at the onset of the project.

- 2) As-Built drawings shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the OWNER and the Contractor at the start of the Contract and shall be updated as the work is being completed, and shall be clearly legible.

D. WARRANTY

- 1) The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.
- 2) The CIPP manufacturer shall warrant the liner to be free from defects in raw materials for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the OWNER.
- 3) The Contractor shall warrant the CIPP installation for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the OWNER.
- 4) During the CIPP manufacturer and Contractor warranty period, any defect found that may materially affect the integrity, strength, function and/or operation of the pipe shall be repaired at the Contractor's expense in accordance with procedures included in Part 3, G. CIPP Repair/Replacement at no cost to the OWNER.
- 5) The OWNER may inspect all or portions of the lined pipe during the warranty period and if found that any of the liners have developed abnormalities since the time of Final Completion, the abnormalities shall be repaired and/or replaced as defined in Part 3, G.
CIPP Repair/Replacement at no cost to the OWNER.

END OF SECTION

BID FORM 8J: Bid Fees

Item	Description	Unit	Unit Price		
	Day Rate: Multiple Locations	EA	\$		
Traffic Control/ MOT, Equipment Set-up and Monitoring					
	Mobilization Per Vehicle	EA	\$		
Sanitary Sewer Manhole & Pipe Preparation/ Plug, Preclean and Video					
	Vac Truck, Pre Clean Sanitary Sewer	LF	\$		
	CCTV/Video, Pre Video Sanitary Sewer	LF	\$		
Sanitary Sewer CIPP Installation					
	CIPP Liner Equipment Site SET-up Per Run	EA	\$		
Sanitary Sewer CIPP 4.5 mm Liner Thickness (used in 2 -14 ft manhole depths)					
				Minimum Footage	
	6" Diameter	LF	\$		
	8" Diameter	LF	\$		
	10" Diameter	LF	\$		
	12" Diameter	LF	\$		
	16" Diameter	LF	\$		
	18" Diameter	LF	\$		
	24" Diameter	LF	\$		
Sanitary Sewer CIPP 6 mm Liner Thickness (used in 14-25 ft manhole depths or where more structural integrity is needed)					
				Minimum Footage	
	6" Diameter	LF	\$		
	8" Diameter	LF	\$		
	10" Diameter	LF	\$		
	12" Diameter	LF	\$		
	16" Diameter	LF	\$		
	18" Diameter	LF	\$		
	24" Diameter	LF	\$		
Sanitary Sewer CIPP Reinstatement					
	Mainline Lateral Reinstatement	EA	\$		
	Mainline Invert Reinstatement	EA	\$		
Sanitary Sewer CIPP Installation Post Video					
	CCTV/Video, Post Video	LF	\$		
Additional Services					
	Plugging Mainline 6"-10"	Day	\$		
	Plugging Mainline 12"-16"	Day	\$		
	Plugging Mainline 18"-24"	Day	\$		
	Manhole Bypass Pumping 6"-10" Flow	Day	\$		
	Manhole Bypass Pumping 12"-16" Flow	Day	\$		
	Manhole Bypass Pumping 18"-24" Flow	Day	\$		
	Mainline Hammer Tap/ Extended Lateral Removal	EA	\$		
	Root Intrusion Removal	HRLY	\$		
	Chemical Grout Repairs 6"-10"	EA	\$		
	Chemical Grout Repairs 12"-16"	EA	\$		
	Chemical Grout Repairs 18"-24"	EA	\$		
	Additional Video and Reports	EA	\$		

Once awarded, the applicant will enter an Agreement similar to the one below:

STANDARD AGREEMENT FOR SERVICES

THIS Standard Agreement for Services (hereinafter this "Agreement") is made and entered into this ____ day of _____ 20__, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality, whose principal address is 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "CITY") and _____, a _____ corporation, whose principal address _____ (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR are collectively referred to herein as the "PARTIES."

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing the equipment, materials, labor and other such service as identified in Exhibit "A" in the City of South Daytona and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid (Exhibit "A") for City of South Daytona which satisfies the CITY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Provision of Services**

- a. **Scope:** The CONTRACTOR hereby agrees to provide the proposed scope as identified in Exhibit "A."
- b. **Manner and Place:** The work shall be performed as outlined in Exhibit "A," in accordance with Standard Construction Details as required and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinance. Contractors shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the CITY.
- c. **Time and Essence:** CONTRACTOR acknowledges that time is of the essence for this Agreement.
- d. **Authorization for Services:** This Agreement standing alone does not authorize the purchase of any work or services or require the CITY to place any orders for work or service. Authorization for performance of services by the CONTRACTOR under this agreement shall be in the form of a written Notice to Proceed issued and executed by the CITY. The CITY reserves the right to contract with other parties for work and services contemplated by this Agreement, as determined in the CITY's sole and absolute discretion.
- e. **Liquidated Damages:** CONTRACTOR is responsible for commencing work under this Agreement within _____ days upon receipt of the Notice of Award and must substantially complete the work not later than _____ calendar days thereafter, and to fully complete the work within _____ calendar days. The CONTRACTOR shall not be entitled to any damages on account of hindrances or delays in construction from any cause whatsoever. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in

scope of work, or substantial increases in the costs of performing the work under this Agreement.

Liquidated damages will be assessed against Vendor in the amount of \$500.00 per day, for each day after each milestone that the work contemplated is incomplete.

4. Term.

- a. This Agreement shall be for an initial Term of t The term of the contract shall be three (3) years, with the option for an additional two (2) two-year renewal periods, thereafter unless either party notifies the other party of intent not to renew, with such notice being given not less than sixty (60) days prior to the end of any annual term, or unless otherwise terminated as provided herein.

5. Payment.

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

6. Acceptance of work product, payment, and warranty.

- a. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

7. **Termination.**

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

8. **Project management.**

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Project Manager is: Steve Danskine, Public Works Director, 1770 Segrave Street, South Daytona, Florida 32119, sdanskine@southdaytona.org, 386-322-3080.
- c. CONTRACTOR's Project Manager is: [...].

9. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Avenue, South Daytona, Florida 32119;
- b. To CONTRACTOR: _____, Attention: _____,

[insert street address], _____
[insert city, state, zip].

10. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

11. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five

(5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.

- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- d. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- e. **Independent contractor.**
 - i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to,

compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all

- other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
 - iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.
- h. **Public records.**
- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon

completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **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, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 RIDGEWOOD AVE., SOUTH DAYTONA, FL 32119.**

- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
 - i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government,

- of the State of Florida, or of any department of the Federal Government or the State of Florida.
- iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all 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 CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
 - iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
 - v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured

Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

- j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
- k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.

12. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.

- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from

bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, 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 has been engaged in business operations in Cuba or Syria.

- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

13. **Special Provisions.**

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA,
A Florida Municipality

WILLIAM C. HALL, Mayor

ATTEST:

(Seal)

JAMES L. GILLIS, City Manager

Date signed by CITY: _____

[...]
by _____
[...], as its President and authorized
agent

(CORPORATE SEAL)

ATTEST:

[...], Secretary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this __ day of _____, 2022, by _____ of _____, a
Florida corporation, on behalf of the corporation, and he/she is personally known to me or
has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires: _____

End of Solicitation Documents

Exhibit “C”
Atlantic Pipe Services Price/Rate Sheet



1420 Martin Luther King Jr Blvd
 Sanford, FL 32771
 (407) 792-1360
 info@atlanticpipe.us

PROPOSAL

4666

CUSTOMER: CITY OF MOUNT DORA	PHONE: 352-901-8026	DATE: 08/22/2024
STREET: 510 N Baker St.	JOB NAME: 320 Dora Ave - CL-TV Before CIPP Lining	
CITY/STATE/ZIP: Mount Dora, FL, 32757	JOB LOCATION: 318/320 Dora Ave., Mt Dora, FL, 32757	
ATTN: William Millikin	E-MAIL: millikinw@ci.mouont-dora.fl.us	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
Seq: 10" CIPP				
1.00	Day Rate: Multiple Locations	EA	4,250.00	4,250.00
5.00	Mobilization Per Vehicle: MOT	EA	1,850.00	9,250.00
250.00	PreClean VAC	LF	5.00	1,250.00
250.00	PreClean TV	LF	3.00	750.00
1.00	CIPP Liner EQ Site Set-Up Per Run	EA	450.00	450.00
250.00	SS CIPP 10" Diameter - 6mm	LF	67.38	16,845.00
1.00	Plugging Mainline 6"-10"	DYS	475.00	475.00
3.00	Mainline Lateral Reinstatement	EA	365.00	1,095.00
2.00	Mainline Invert Reinstatement	EA	865.00	1,730.00
250.00	CCTV/Video Post Installation	LF	2.25	562.50
4.00	Root Intrusion Removal - For Grease - If Needed	LF	275.00	1,100.00
TOTAL				37,757.50

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS



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Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

1. Proposal based on prices contained in a contract between Atlantic Pipe Services and City of South Daytona No.23-B-005.
2. Pricing will be based on actual field measurements center of manhole to center of manhole per contract.
3. Price quoted does NOT include point repairs prior to/after installation.
4. Liner(s) to be installed per ASTM 1216 and manufacturer's specification.
5. Others to dewater/bypass flows from force mains for duration of installation (If required).
6. Others to provide reasonable access to line(s) to be rehabilitated.
7. Pricing includes Temporary Traffic Control, limited to 36inch Cones and Construction Ahead Signs.

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Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- ☐ Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- ☒ Local Metered Water Source
- ☒ Exposure of structures and access to all work areas without delay
- ☒ Stabilized Access to Work Areas - Two Wheel Drive Accessible
- ☒ Access to secure site for equipment storage
- ☐ Maintenance of Traffic - If Applicable

CUSTOMER RESPONSIBILITIES

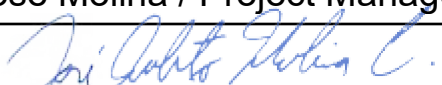
Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Jose Molina / Project Manager	DATE	8/23/2024
SIGNATURE			

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

Exhibit “D”
City of Mount Dora
Insurance Requirements

City of Mount Dora Insurance Requirements

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

1. AUTOMOBILE:

- a. Combined Single Limit: \$300,000 per accident,
OR
- b. Bodily Injury: \$300,000 per person,
AND
Property Damage: \$100,000 per accident;

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

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

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

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

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

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

9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

Exhibit “E”
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), *Florida Statutes*, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the “Governmental Entity”).

The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

(Affix Notary Stamp or Seal)

Notary Public Signature
Print, Type or Stamp Name of Notary: _____
My commission expires: _____



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Mount Dora Police Charities Fund

Introduction:

This is a request for Council to approve the Mount Dora Police Charities Fund.

Discussion:

The establishment of the Mount Dora Police Charities Fund will lead to a host of benefits for the City and our community. The Mount Dora Police Charities Fund will improve the trust between law enforcement and the community. Trust is established and built through the partnership that is created when the community and law enforcement engage in initiatives to achieve common goals, such as the development of youth programs, mental health initiatives or crime prevention programs. The endorsement and participation in charitable initiatives will also improve law enforcement's image, ultimately showcasing our commitment to the community's welfare beyond routine law enforcement.

Law enforcement participation in community outreach initiatives is crucial for fostering trust, collaboration and safety for our citizens and visitors. It involves law enforcement officers actively engaging with community members through outreach programs, public events and other partnerships in an effort to improve public safety and improve the lives of those less fortunate.

Law enforcement's participation in community outreach initiatives will build trust between the community and law enforcement. This interaction with the community will foster transparency and trust. Law enforcement outreach initiatives will improve communication between the community and law enforcement. This improved communication will provide an opportunity for open dialogue, allowing for concerns to be heard and addressed. Law enforcement and community outreach initiatives will help improve social issues. Through a collaborative effort, the community and law enforcement can work towards addressing underlying social issues, such as poverty or drug abuse, which ultimately contribute to crime. Law enforcement's participation in youth programs will lead to positive and lifelong relationships with our younger generation, leading to respect for their neighbors and law enforcement.

There are frequently financial burdens associated with law enforcement outreach programs. Community outreach programs, such as youth summer camps or holiday events often require a financial investment that is in competition with other pressing financial needs. The solution is the creation of the Mount Dora Police Charities Fund. Through the creation of the Mount Dora Police Charities Fund, the financial burden of supporting summer camps, holiday gifts for children or a holiday meal could be shifted to the Mount Dora Police Charities Fund.

As proposed, the Mount Dora Police Charities Fund will be a sub-trust under the Mount Dora Community Trust. All funds and assets of the Mount Dora Police Charities Fund will be administered and distributed in accordance with the terms of the Mount Dora Community Trust. Under the guidance of the Mount Dora Community Trust, the sub-trust, also known as the Mount Dora Police Charities Fund, will establish an advisory committee that will be responsible for reviewing and recommending funding requests.

The benefit of creating a sub-trust under the Mount Dora Community Trust is to consolidate all the charitable giving to the Mount Dora Police Department under one structure. Secondly, the Mount Dora Police Charities Fund will be able to leverage the management capabilities, the stability and immediate reputation of the Mount Dora Community Trust to create a lifelong charitable fund for our community.

The Mount Dora Police Department respectfully requests the Council's approval to create the Mount Dora Police Charities Fund.

Budget Impact:

No budget impact

Strategic Impact:

Community outreach and crime reduction

Recommendation:

The Mount Dora Police Department respectfully requests the approval to create the Mount Dora Police Charities Fund.

Attachment(s):

1. Mount Dora Police Charities Updated 8.23.24

Prepared by: Michael Gibson, Chief of Police
Reviewed by: Michael Gibson, Chief of Police
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/27/2024
Approved - 8/28/2024
Approved - 8/28/2024
Approved - 9/10/2024
Approved - 9/10/2024
Final Approval - 9/11/2024

MOUNT DORA COMMUNITY TRUST
SUB TRUST AGREEMENT FOR MOUNT DORA POLICE CHARITIES FUND

THIS TRUST AGREEMENT, made and entered into this ____th day of ____, 2024 by and between **THE CITY OF MOUNT DORA AND CHIEF OF POLICE MICHAEL T. GIBSON, AS REPRESENTATIVES OF THE CITY OF MOUNT DORA AND THE MOUNT DORA POLICE DEPARTMENT**, hereinafter referred to as the "Donor(s)/Grantor(s)", and **THE FIRST NATIONAL BANK OF MOUNT DORA** as the Trustee of the Mount Dora Community Trust and also as the Trustee of this Sub Trust to the Mount Dora Community Trust, of Mount Dora, Lake County, Florida, hereinafter referred to as the "Trustee". This Sub Trust shall hereinafter be known as the **"SUB TRUST AGREEMENT FOR THE MOUNT DORA POLICE CHARITIES FUND."**

ARTICLE I.
TRUST PROPERTY

The Donor(s)/Grantor(s) has this day delivered and conveys, transfers, assigns and quit-claims to the Trustee Funds or other Assets, and the Trustee agrees to hold, administer and distribute all of the aforesaid Funds and Assets (together with all additions thereto and all reinvestments thereof), in accordance with the terms and provisions hereinafter set forth and also in accordance with the terms of the Mount Dora Community Trust.

Either the Donor(s)/Grantor(s) or any other person may at any time and from time to time add property, acceptable to the Trustee, to the trust estate, including without limitation, the proceeds of life insurance made payable to the Trustee.

ARTICLE II.
MOUNT DORA COMMUNITY TRUST

- (a) The Mount Dora Community Trust was established in 1972 by Lawrence F. Williams with The First National Bank of Mount Dora as the Trustee. The Mount Dora Community Trust qualifies as a charitable foundation per IRS Rules and Regulations.
- (b) Mount Dora Community Trust is a Trust Form Community Foundation with its primary purpose to support the local Mount Dora Community pursuant to Provisions of the Mount Dora Community Trust.
- (c) The authority for creation of this Sub Trust is generally provided for in the Mount Dora Community Trust and by the IRS Rules and Regulations.
- (d) Should there be any conflict between this Sub Trust terms and provisions and the terms and provisions of the Mount Dora Community Trust, the Mount Dora Community Trust terms and provisions shall prevail and be controlling. The determination as to any conflicts shall be determined and resolved solely by the First National Bank of Mount Dora as Trustee of the Mount Dora Community Trust and such determination and resolution shall be binding and final on all parties.

ARTICLE III.
IRREVOCABLE

This Trust is irrevocable; however, the Donor(s)/Grantor(s) retains certain rights as provided hereafter.

ARTICLE IV.
TYPE OF SUB TRUST

It is understood and agreed by the Donor or the Donor's designee the suggestions made by the Donor or Designee are not binding and the Distribution Community of the Mount Dora Community Trust retains the final authority to determine to whom distribution shall be made.

The Donor(s)/Grantor(s) shall select one of the following:

- ☒ Agency Fund: An Agency Fund allows an organization to consolidate their charitable giving under one structure and increase the organization's visibility in the community. Key employees within the agency (government or non-profit entity) will become advisory members of a committee and are able to request use of the fund by the Distribution Committee to support the causes they care about and witness every day in their specific line of work. The Community Trust staff will assist in evaluating the grantmaking goals and objectives of the advisory committee and will help to establish a program that will have maximum community impact.

ARTICLE V.
SUB TRUST PURPOSES

In addition to the selection of the type of Sub Trust as set forth above, the Donor(s)/Grantor(s) hereby set forth the initial general and/or specific preferences of this Sub Trust as follows:

Necessities and holiday gifts for children living below poverty level, animal welfare, unexpected medical care, education, arts and culture, mental health, community development, children and family services, food insecurity, homelessness and human services, and any other charitable areas determined by the Mount Dora Police Charities Advisory Committee.

ARTICLE VI.
GENERAL INFORMATION FOR THE TRUSTEE AND DISTRIBUTION COMMITTEE

The following items are suggestions to the Trustee and the Distribution Committee:

1. Two signatures of the corporation's advisory committee are required to direct the preferences of the sub-trust.
2. Purposes for the funds can be amended if they comply with IRS Regulations, Florida Statutes, and the approval of the Distribution Committee, and must be received in writing and notarized.
3. The Trustee will provide electronic online access known as Client Point and appropriate training assistance.

4. The Mount Dora Community Trust will provide access to a grant request portal in order for the Advisory Committee, or their designees, to request grant payments to be processed.
5. Both income and principle will be available to be distributed as and when directed by an authorized party.
6. In the event the purpose for which this sub trust has been created cannot be fulfilled in any way, all assets remaining fall in accordance with Article X, but if at all possible, the Distribution Committee of the Mount Dora Community Trust should continue to be distribute funds in accordance with the stated purpose of this agreement.
7. Additional funding for this sub account may be obtained from employees, family, friends and general citizens.
8. Mount Dora Police Department will notify the Mount Dora Community Trust of any changes in authorized signers, and such changes need to be received in writing and notarized.
9. Mount Dora Police Charities Advisory Committee are responsible for acknowledging donations and gifts directly to the donor(s). The Mount Dora Community Trust will provide an annual tax donation acknowledgment on a calendar basis to all donors based on ability to properly identify contribution sources with donation(s).

ARTICLE VII. TRUSTEE POWERS

In extension and not in limitation of the powers given by law or other provisions of this instrument, the Trustee of the trust hereunder shall have the following powers with respect to the trust and its property, to be exercised from time to time in the discretion of the Trustee and without order or license of court:

A. To retain indefinitely any investments and to invest and reinvest in mutual funds, stocks, shares, obligations and other securities (including, but not limited to, units of participation in any common trust fund managed by the Trustee without notice to any beneficiary) or any other kind of personal or real property, even though any or all of the investments made or retained are of a character or size which but for this express authority would not be considered proper for trustees with authority to elect to reinvest all dividends or to elect to receive in cash all dividends;

B. To sell, to exchange, to lease and to make contracts concerning real or personal property, for such consideration and upon such terms as to credit or otherwise as the Trustee considers advisable, which leases and contracts may extend beyond the term of the trust; to give option; to execute deeds, transfers, leases and other instruments of any kind;

C. To hold securities or other property in bearer or unregistered form or in the name of the Trustee or any other person, firm or corporation, without indication of any fiduciary capacity;

D. To give general or special proxies or powers of attorney (which may or may not be discretionary and with power of substitution) for voting or acting in respect of shares or

securities; to deposit shares or securities with, or transfer them to, protective committees, voting trustees, or similar bodies; to join in any reorganization, and to pay assessments or subscriptions called for in connection with shares or securities held by the Trustee;

E. To receive additions to the trust by gift or will or by the addition of proceeds of life insurance or otherwise, and to hold and administer the same under the provisions hereof;

F. To credit particular receipts or gains, and to charge particular disbursements or losses or charges, to income or to principal of the trust or to apportion them between income and principal, whether such credits or charges relate to bonds acquired at a premium or relate to any other matter, all as the Trustee considers fair and reasonable in each case;

G. To compromise or submit to arbitration any claim or matter in dispute;

H. If in the Trustee's opinion it is necessary or advisable to do so, to borrow money for such time and at such rate of interest or discount as the Trustee deems proper; to give notes or obligations therefor binding the trust property; and as security therefor to mortgage or to pledge real or personal property with or without power of sale; but the Donor(s)/Grantor(s) recommends that such borrowing be limited to cases in which, in the Trustee's judgment, it is necessary or advisable to provide for the payment of taxes or indebtedness or to meet emergencies;

I. To retain professional investment counsel and to consult with them concerning the investments, management or administration of the trust; to employ a custodian of any funds or securities and to delegate to such custodian such powers as the Trustee thinks advisable; to employ legal counsel, accountants, clerks and any special services; and in addition to the Trustee's compensation and expenses, to pay the compensation and expenses of all such investment counsel and other services;

J. When dividing or distributing the trust fund, or paying trust principal, to make such division, distribution or payment wholly or partly in kind, by the fair and reasonable allotment and transfer of specific securities or other personal or real property or undivided interests therein, as a part of the whole or any one or more shares or payments, at then current values; and

K. In the administration of the trust created herein, the Trustee shall have all of the powers, duties and immunities as set forth in the Florida Trust Code, as embodied in Florida Statutes Chapter 736, Part VIII, together with any amendments or additions that may hereinafter be made. The Donor(s)/Grantor(s) directs that the Trustee shall not be required to register or qualify in such capacity with any Court nor be required to file in any Court any inventory of the trust property or make any accounting with respect to the administration of the trust held hereunder, except as provided in said Florida Statutes Chapter 736, Part VIII, notwithstanding any statute or rule of law to the contrary whether now in effect or hereinafter promulgated. The provisions of this article shall not be construed to prevent any beneficiary or other interested person from instituting any suit or proceeding or from exercising any rights conferred upon such person by law. The Trustee shall render annual statements of receipts and disbursements and annual statements of all transactions affecting the principal of the trust property to the beneficiary or beneficiaries at the time eligible to receive the income therefrom.

ARTICLE VIII. COMPENSATION OF TRUSTEE

The Trustee or its successor shall have the right to make a reasonable charge each year for its services in preparing income and other tax returns for the trust estate and for services rendered. Such charge may be made to the corpus of the trust estate or to the income thereof or partly to one and partly to the other in the discretion of the Trustee.

ARTICLE IX.
DISTRIBUTION COMMITTEE

Pursuant to the Internal Revenue Service Code and Regulations, the Distribution Committee of the Mount Dora Community Trust shall have sole and direct control of the funds in order to carry out the purposes and intentions of this Sub Trust. The Distribution Committee of the Mount Dora Community Trust shall have final approval regarding all distributions to the maximum extent allowed by law. The Distribution Committee of the Mount Dora Community Trust shall follow the directions, instructions and purposes provided for in this Sub Trust, always mindful of the terms, conditions, provisions of the Mount Dora Community Trust.

ARTICLE X.
FRUSTRATION OF PURPOSE

In the absolute discretion of The First National Bank of Mount Dora, as Trustee for the Mount Dora Community Trust, if it is determined that it is impossible or financially feasible or not financially prudent to continue this Sub Trust then all the assets remaining in this Sub Trust shall be held in or placed in the Mount Dora Community Trust General Fund and the distribution thereof shall be administered under the terms of the Mount Dora Community Trust in the best interest of the community at the discretion of the Distribution Committee.

ARTICLE XI.
SITUS

This trust shall not take effect until the execution of this Agreement by the Donor(s)/Grantor(s), and it shall be governed and construed in all respects according to the laws of the State of Florida and U.S. Treasury Regulations.

IN WITNESS WHEREOF, we sign, seal, publish and declare this instrument to be our Sub-Trust Agreement, said Trust consisting of seven (7) typewritten pages, and for purposes of identification we have signed in the presence of the persons witnessing it at our request, this th day of , 2024.

**MOUNT DORA POLICE DEPARTMENT – REPRESENTED BY:
CHIEF OF POLICE MICHAEL T. GIBSON,**

The foregoing instrument was signed, sealed, published and declared by Chief of Police Michael T. Gibson, authorized representative of the City of Mount Dora and the Mount Dora Police Department, the Donor(s)/Grantor(s), to be the **MOUNT DORA POLICE CHARITIES FUND** Sub-Trust Agreement, and we at their specific request and in their presence and in the presence of one another have hereunto subscribed our names as attesting witnesses, this th day of , 2024.

DONORS/GRANTORS SIGNATURE

JEANANN HAND, CITY CLERK

CRISSY STILE, MAYOR

MICHAEL T. GIBSON, CHIEF OF POLICE

STATE OF FLORIDA
COUNTY OF LAKE

SUBSCRIBED AND SWORN TO before me this ____th day of _____, 2024, by
_____, Grantor and Donor, who has produced
_____ as identification and _____ and
_____, the witnesses, who are personally known to me.

NOTARY PUBLIC--STATE OF FLORIDA

APPROVAL OF SUB TRUST BY TRUSTEE

TRUSTEE:

THE FIRST NATIONAL BANK OF MOUNT DORA

WITNESS

WITNESS

By: _____
John D. Pease IV, Exec. VP and Trust Officer

STATE OF FLORIDA
COUNTY OF LAKE

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
2024, by **John D. Pease IV, Executive Vice President and Trust Officer** of THE FIRST NATIONAL
BANK OF MOUNT DORA, Trustee, who is personally known to me;
and _____ and _____, the
witnesses, who are personally known to me.

NOTARY PUBLIC--STATE OF FLORIDA



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Final Reading and Adoption of **Ordinance No. 2024-16**, Annexation for Rolkelray, LLC (4.60 Acres).

Introduction:

This is a request for City Council to approve final reading of Ordinance No. 2024-16.

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

Discussion:

As required by Florida Statutes, Section 166.041(4), Attachment #1 is the completed “Business Impact Estimate” form. This request is associated with land use type action.

Further annexation descriptions and details are contained in Attachment #2 (Annexation Summary Report). The applicant has petitioned the City for annexation for three parcels (4.60 acres) located on the west side of US Highway 441 and south of Limit Avenue. This action is for annexation only. The lands are eligible for annexation and are contiguous to existing city limits. The annexation further decreases existing enclave and is located within the City/County Joint Planning Agreement (JPA) boundary. Final legal advertisements for the adoption hearing are included in Attachment #3. The sequence of events leading to the presentation to the City Council are as follows:

The City Council, at their regularly scheduled meeting held on September 3, 2024, recommended approval of the First Reading of Ordinance No. 2024-16 and held a hearing for the Second Reading and Final adoption.

Budget Impact:

Master Fee Schedule Resolution No. 2023-18 on April 18, 2023, waiving fees as an annexation incentive program. The annexation application fee of \$2,000.00 has been waived.

Strategic Impact:

The City's annexation program is consistent with Growth Management Goals for continuation of annexations of areas that are logical and fill in the logical and natural boundaries of the City Limits.

Recommendation:

City Council approve Final Reading of Ordinance No. 2024-16.

Attachment(s):

1. Attachment 1 Business Impact Estimate (Annex Ord)
2. Attachment 2 Annexation Summary Report
3. Attachment 3 Legal Advertisement Publications
4. Ordinance 2024-16 Annex_ Rolkreilay Properties (Final Rev District 5)

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

Approved - 9/5/2024
Approved - 9/5/2024
Final Approval - 9/6/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-16

ORDINANCE TITLE: Annexation Rolkelray, LLC (4.60 Acres)

DEPARTMENT: Planning and Development

**MEETING DATE: September 3, 2024
September 17, 2024**

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO: 2024-16

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Property Owner has filed a petition for annexation of lands into the municipal limits of the City of Mount Dora bearing the signature of all owners of the Property. This Ordinance is an annex of lands into the municipal limits of the City of Mount Dora

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;

No direct impact to general businesses.

- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

No new charges or fees are set forth in the ordinance.

- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No additional regulatory costs, staff administration only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance is not anticipated to affect businesses.

4. Additional information the governing body deems useful (if any):

N/A



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmountdora.com

ANNEXATION SUMMARY REPORT

Rolkelray LLC

4.60 ACRES

Report Date:

September 3, 2024

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Owner: Rolkelray LLC (Roland D. Magyar)
 Applicant: Michael Rankin, LPG Urban and Regional Planners, LLC
 Alt. Keys: 1447127, 1447160 & 2921757
 Existing Use: Vacant Land
 Proposed Use: Neighborhood Commercial uses including restaurant, coffee shop, medical, and retail
 Future Land Use: County Commercial
 Proposed FLU: City Commercial
 Current Zoning: County Neighborhood Commercial (C-1)
 Proposed Zoning: City Neighborhood Commercial (C-1)
 City Council District: Five (5)
 JPA: Yes

Surrounding Property Table:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)
North	City	Commercial	C-3	Undeveloped
South	City	Medium Density	R-2	Undeveloped
	County	Regional Commercial	C-1	Undeveloped
East	County	Regional Commercial	C-1	Undeveloped
West	County	Regional Commercial	C-1	Store/Residence/ Undeveloped

Analysis:

The Applicant has submitted an application to annex three (3) properties totaling 4.60 acres in the City of Mount Dora. The subject properties are currently undeveloped and are anticipated to be developed with neighborhood commercial uses including restaurant, coffee shop, medical, and retail. The subject properties are located west of US Highway 441 and south of Limit Avenue. Pursuant to Lake County's regulations, the properties are zoned Neighborhood Commercial (C-1) and are part of the Regional Commercial future land use category.

Prior to developing or redeveloping either property, the owner will need to apply for a land use map amendment and rezoning application to designate the property with a City zoning district and City land use category. The Applicant has submitted applications for Rezoning and Future Land Use Map Amendments in accordance with Staff's recommendation, and are run concurrently with the Annexation application.

The subject properties are contiguous to the City limits and eligible for annexation.

Notification:

JPA Notice to Lake County: August 26, 2024

Ordinance Enactment Legal Ad: September 6, 2024

Non-Legal with Map Ad City Council Adoption: September 6, 2024

Notice after adoption per 171.044(3) F.S.: Date to be scheduled

Public Hearing Schedule:

DRC Review: July 31, 2024

City Council 1st Reading: September 3, 2024

City Council 2nd Reading/Adoption: September 17, 2024

ATTACHMENT #2
VICINITY MAP

Rolkelray LLC Properties
4.54 +/- Acres

Legend



Subject Properties

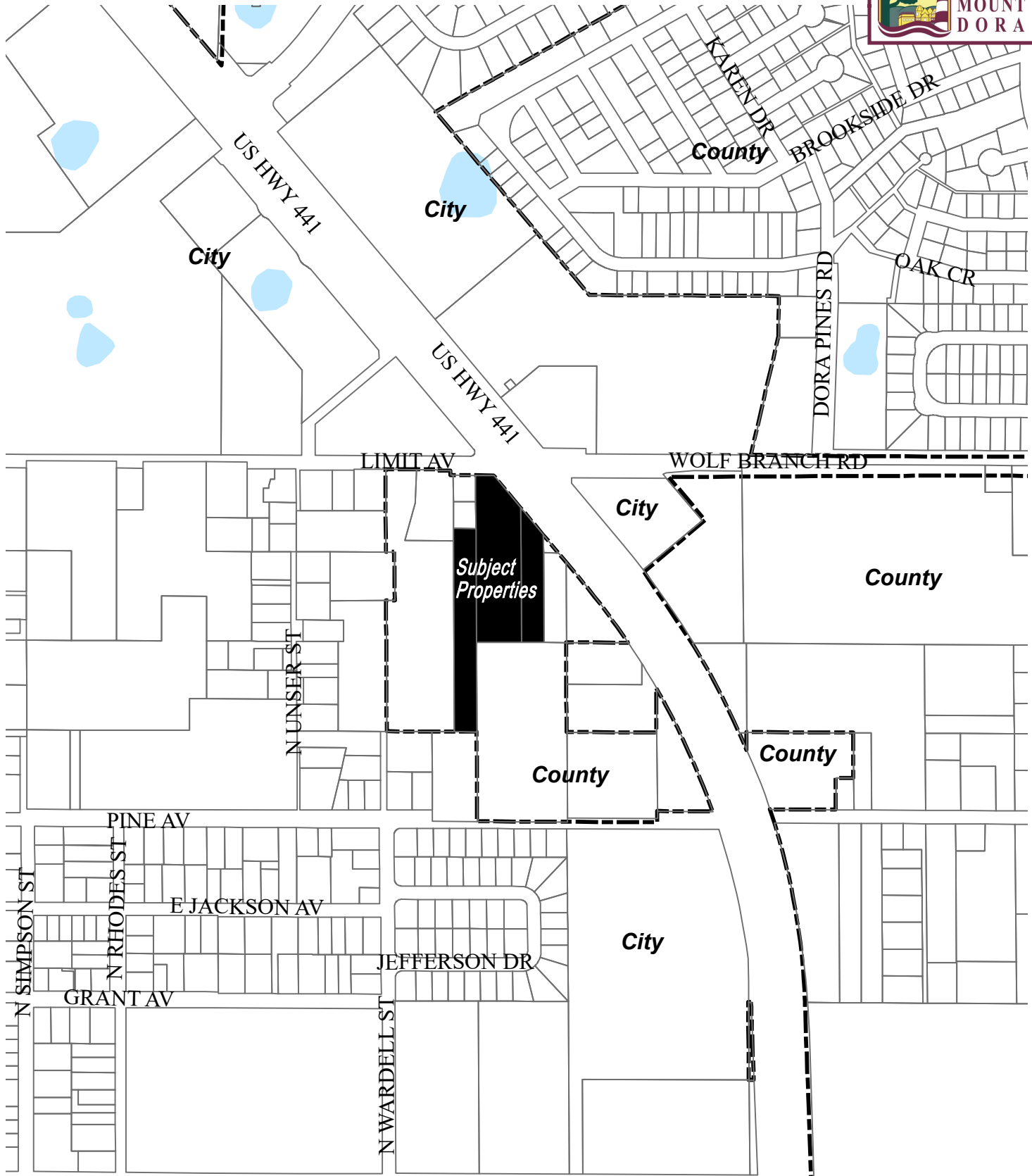


City Limits

N



N.T.S.



Date: 7/1/2024

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

RECEIVED

By Whitney Scott at 1:47 pm, Jun 27, 2024

ANNX24-01



CITY OF
MOUNT
DORA

PLANNING AND DEVELOPMENT

City of Mount Dora
Planning & Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112

PlanDev@CityofMountDora.com

VOLUNTARY ANNEXATION APPLICATION

Date: May 28, 2024

Project Address: US Highway 441

1. Applicant's Name: Michael Rankin, Managing Member
Company's Name: LPG Urban and Regional Planners, LLC
1162 Camp Ave.
2. Address: Mount Dora, FL 32757
City, State & Zip: Mount Dora, FL 32757
Phone: E-mail: MichaelR@lpgurp.com
3. Property Owner's Name(s): Roland Magyar, Member
Company's Name: Rolkelray, LLC
635 E. Livingston St.
4. Address: Orlando, FL 32803
City, State & Zip: Orlando, FL 32803
Phone: 407-446-6537 E-mail: rmagyar@att.net
3. The property generally located (list adjacent streets): West of US Hwy. 441 and south of
Limit Ave.
5. Alt Key(s): 144 77 8 1 44 7 6 0, and 14 4 1 7
6. Size of property in Acres: 4.54 Square Feet: 197,762
7. Does property have, or will it have City Water and Sewer? ☒ Yes ☐ No
8. Does property have, or will it have Well or Septic Tank? ☐ Yes ☒ No
9. Current Zoning District (County): C-1
10. Future Land Use Category (County): Regional Commercial

13. Present use and structures on the property (list number of residential dwelling units):
Vacant

14. Public or Private Roadways*: Private
**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*

15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

Property owners of land outside the City of Mount Dora who desire to be incorporated within the City of Mount Dora may petition for annexation subject to Florida law and the requirements of the City of Mount Dora.

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Roland D. Wagner
Owner(s) of Record Signature(s)

5/29/24
Date

May 29, 2024

Rolkelray, LLC hereby authorizes Michael Rankin with LPG Urban and Regional Planners, Inc. to act as our agent in the submittal and signing of documents on the Voluntary Annexation application, Small Scale Comprehensive Plan Amendment application, and Rezoning application to the City of Mount Dora.

Signed:

Roland D. Magyar

Roland Magyar (Member)

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me with 21 day of June, 2024, by Roland Magyar as Member of Rolkelray, LLC on behalf of the corporation. He is personally known to me.

Michael R. Willis

Notary Public – State of Florida

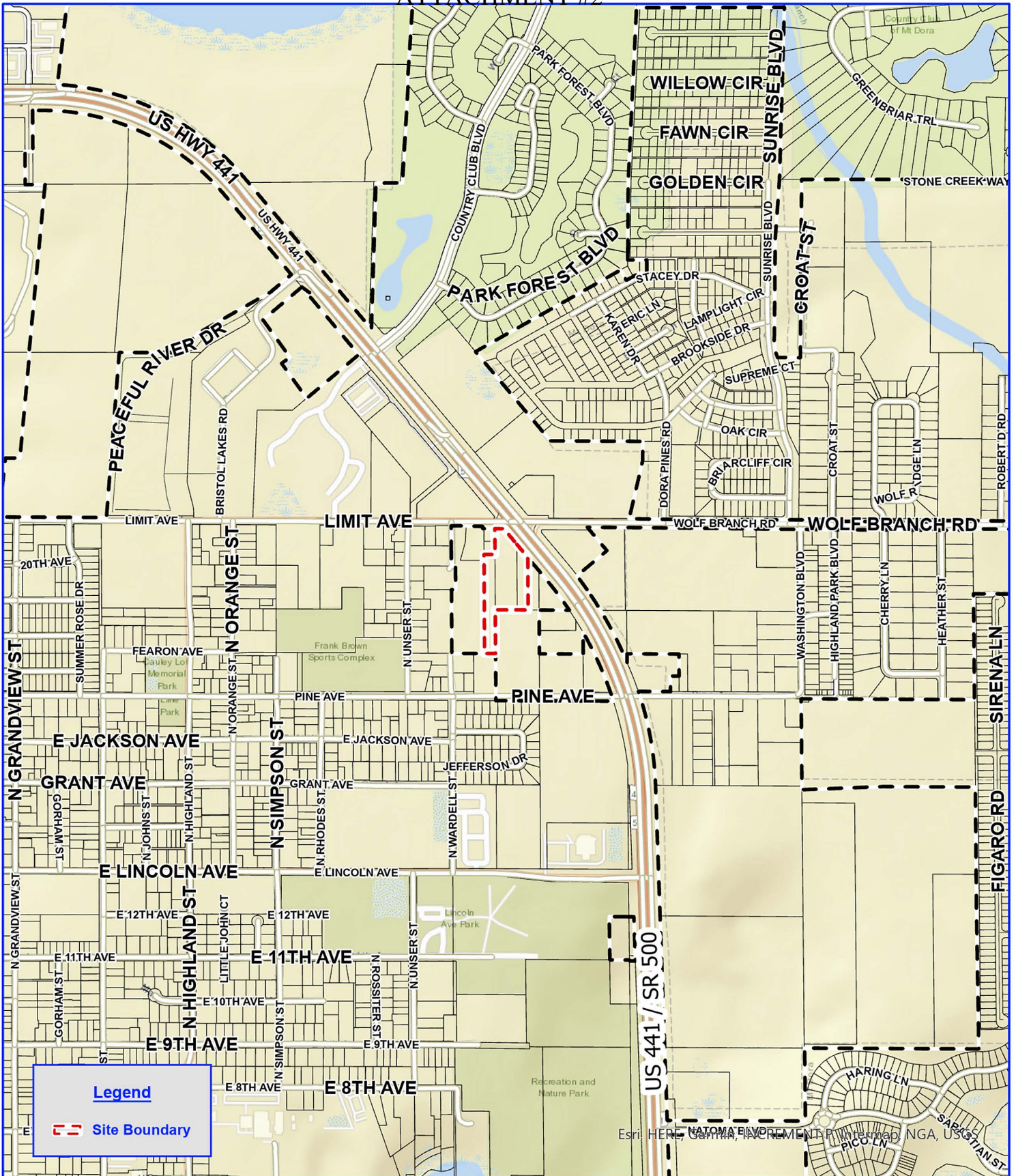
Michael R. Willis

Print Name

My Commission Expires: 6-26-24

Commission Number: H17 015242





Legend

 Site Boundary



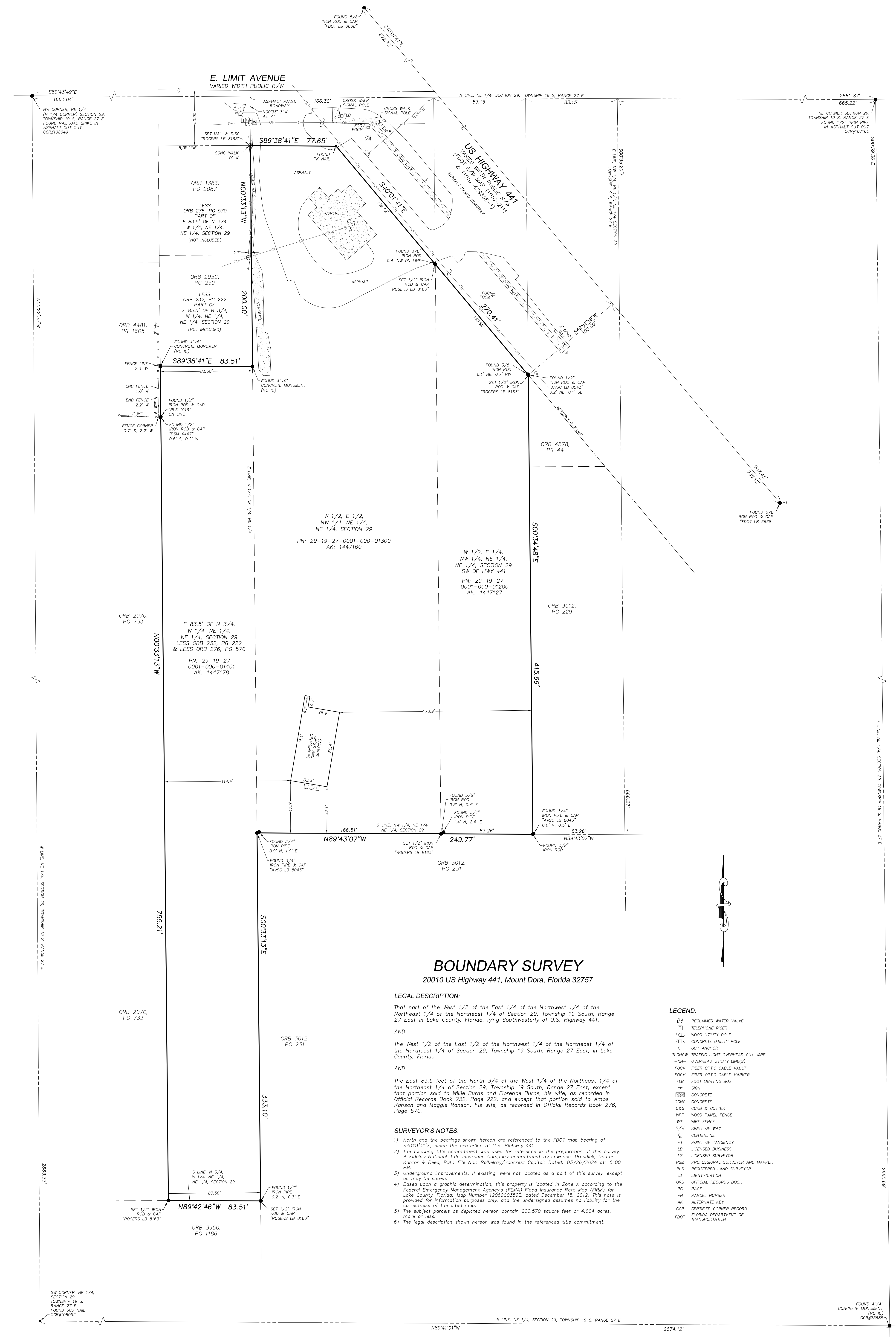
240 0 240 480 720 960 1,200
Feet
Scale: 1:12,000

Rolkelray, LLC

**Lake County, Florida
Location Map**

Project: 2108 -1
File: Rolkelray, LLC
Name: Location
PM: S. Lindh
Date: April 26, 2024
Created By: T. Kalebaugh





BOUNDARY SURVEY
20010 US Highway 441, Mount Dora, Florida 32757

LEGAL DESCRIPTION:

That part of the West 1/2 of the East 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida, lying Southwesterly of U.S. Highway 441.

AND

The West 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida.

AND

The East 83.5 feet of the North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, except that portion sold to Willie Burns and Florence Burns, his wife, as recorded in Official Records Book 232, Page 222, and except that portion sold to Amos Ranson and Maggie Ranson, his wife, as recorded in Official Records Book 276, Page 570.

SURVEYOR'S NOTES:

- 1) North and the bearings shown hereon are referenced to the FDOT map bearing of S40°14'1"E, along the centerline of U.S. Highway 441.
- 2) The following title commitment was used for reference in the preparation of this survey: A Fidelity National Title Insurance Company commitment by Lowndes, Drosdick, Doster, Kantor & Reed, P.A.; File No.: Rakearay/Ironcrest Capital; Dated: 03/26/2024 at 5:00 PM.
- 3) Underground improvements, if existing, were not located as a part of this survey, except as may be shown.
- 4) Based upon a graphic determination, this property is located in Zone X according to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Lake County, Florida; Map Number 12089C0359E, dated December 18, 2012. This note is provided for information purposes only, and the undersigned assumes no liability for the correctness of the cited map.
- 5) The subject parcels as depicted hereon contain 200,570 square feet or 4.604 acres, more or less.
- 6) The legal description shown hereon was found in the referenced title commitment.

LEGEND:

- BS RECLAIMED WATER VALVE
- TR TELEPHONE RISER
- CU WOOD UTILITY POLE
- CTD CONCRETE UTILITY POLE
- C- GUY ANCHOR
- TLOWGW TRAFFIC LIGHT OVERHEAD GUY WIRE
- OH- OVERHEAD UTILITY LINE(S)
- FOCV FIBER OPTIC CABLE VAULT
- FOCM FIBER OPTIC CABLE MARKER
- FLB FDOT LIGHTING BOX
- SM SIGN
- CONC CONCRETE
- CONC CONCRETE
- C&G CURB & GUTTER
- WPF WOOD PANEL FENCE
- WF WIRE FENCE
- R/W RIGHT OF WAY
- Q CENTERLINE
- PT POINT OF TANGENCY
- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- RLS REGISTERED LAND SURVEYOR
- ID IDENTIFICATION
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PN PARCEL NUMBER
- AK ALTERNATE KEY
- CCR CERTIFIED CORNER RECORD
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

ROGERS SURVEYING
AND MAPPING, INC. ♦ 352-735-8734
357 E 7TH AVE, MOUNT DORA, FL 32757 ♦ LB 8163

SURVEY DATE: 04/15/2024 FIELD BY: P. MUNSCH
SCALE: 1" = 40' DRAWN BY: L. GRIFFIN
PROJECT ID: RS-3206
FILE NAME: 29-19-27 20010USHWY441 RS-3206

SCALE: 40 0 20 40 80
1" = 40'

CERTIFIED TO:

Ironcrest Capital LLC
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Fidelity National Title Insurance Company

BRIAN S. ROGERS, PSM ♦ LS 7067
FLORIDA LICENSED SURVEYOR AND MAPPER

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. WHEN ELECTRONICALLY SIGNED AND SEALED, PRINTED COPIES ARE NOT CONSIDERED SIGNED AND SEALED, AND THE SIGNATURE AND SEAL MUST BE VERIFIED ON AN ELECTRONIC COPY OF THIS SURVEY.

PROPERTY RECORD CARD

General Information

Name:	ROLKELRAY LLC	Alternate Key:	1447127
Mailing Address:	635 E LIVINGSTON ST ORLANDO, FL 32803 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001- 000-01200
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	US HIGHWAY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	W 1/2 OF E 1/4 OF NW 1/4 OF NE 1/4 OF NE 1/4, S OF HWY ORB 6291 PG 1117		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		11162.000	Square Feet	\$89,140.00	\$89,140.00
2	VACANT COMMERCIAL (1000)	0	0		26582.000	Square Feet	\$28,305.00	\$28,305.00
Click here for Zoning Info ⓘ				FEMA Flood Map				

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6291 / 1117	02/2024	Warranty Deed	Unqualified	Vacant	\$100.00
5927 / 1937	12/2021	Trustees Deed	Unqualified	Vacant	\$100.00
5107 / 1930	03/2018	Warranty Deed	Unqualified	Vacant	\$100.00
4516 / 892	08/2014	Warranty Deed	Unqualified	Vacant	\$100.00
1121 / 2403	07/1991	Warranty Deed	Qualified	Vacant	\$32,800.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

September 17, 2024 City Council Regular Session Agenda Packet

Page 519 of 816

ATTACHMENT #2

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$117,445	\$117,445	\$117,445	5.0364	\$591.50
SCHOOL BOARD STATE	\$117,445	\$117,445	\$117,445	3.2080	\$376.76
SCHOOL BOARD LOCAL	\$117,445	\$117,445	\$117,445	2.9980	\$352.10
LAKE COUNTY WATER AUTHORITY	\$117,445	\$117,445	\$117,445	0.2940	\$34.53
NORTH LAKE HOSPITAL DIST	\$117,445	\$117,445	\$117,445	0.1500	\$17.62
ST JOHNS RIVER FL WATER MGMT DIST	\$117,445	\$117,445	\$117,445	0.1793	\$21.06
LAKE COUNTY MSTU STORMWATER	\$117,445	\$117,445	\$117,445	0.4957	\$58.22
LAKE COUNTY MSTU AMBULANCE	\$117,445	\$117,445	\$117,445	0.4629	\$54.37
LAKE COUNTY VOTED DEBT SERVICE	\$117,445	\$117,445	\$117,445	0.0918	\$10.78
LAKE COUNTY MSTU FIRE	\$117,445	\$117,445	\$117,445	0.5138	\$60.34
				Total: 13.4299	Total: \$1,577.28

Exemptions Information**This property is benefitting from the following exemptions with a checkmark ✓**

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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PROPERTY RECORD CARD

General Information

Name:	ROLKELRAY LLC	Alternate Key:	1447160
Mailing Address:	635 E LIVINGSTON ST ORLANDO, FL 32803 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001-000-01300
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	20010 US HIGHWAY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	W 1/2 OF E 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 ORB 6291 PG 1171		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		39075.000	Square Feet	\$312,053.00	\$312,053.00
2	VACANT COMMERCIAL (1000)	0	0		57725.000	Square Feet	\$61,466.00	\$61,466.00

[Click here for Zoning Info](#) ⓘ [FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6291 / 1117	02/2024	Warranty Deed	Unqualified	Vacant	\$100.00
5927 / 1937	12/2021	Trustees Deed	Unqualified	Vacant	\$100.00
5107 / 1930	03/2018	Warranty Deed	Unqualified	Vacant	\$100.00
4516 / 892	08/2014	Warranty Deed	Unqualified	Vacant	\$100.00
895 / 973	10/1986	Personal Rep Deed	Unqualified	Improved	\$1.00
895 / 971	10/1986	Personal Rep Deed	Unqualified	Improved	\$1.00
737 / 951	04/1979	Personal Rep Deed	Unqualified	Improved	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

ATTACHMENT #2

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$373,519	\$373,519	\$373,519	5.0364	\$1,881.19
SCHOOL BOARD STATE	\$373,519	\$373,519	\$373,519	3.2080	\$1,198.25
SCHOOL BOARD LOCAL	\$373,519	\$373,519	\$373,519	2.9980	\$1,119.81
LAKE COUNTY WATER AUTHORITY	\$373,519	\$373,519	\$373,519	0.2940	\$109.81
NORTH LAKE HOSPITAL DIST	\$373,519	\$373,519	\$373,519	0.1500	\$56.03
ST JOHNS RIVER FL WATER MGMT DIST	\$373,519	\$373,519	\$373,519	0.1793	\$66.97
LAKE COUNTY MSTU STORMWATER	\$373,519	\$373,519	\$373,519	0.4957	\$185.15
LAKE COUNTY MSTU AMBULANCE	\$373,519	\$373,519	\$373,519	0.4629	\$172.90
LAKE COUNTY VOTED DEBT SERVICE	\$373,519	\$373,519	\$373,519	0.0918	\$34.29
LAKE COUNTY MSTU FIRE	\$373,519	\$373,519	\$373,519	0.5138	\$191.91
				Total:	Total:
				13.4299	\$5,016.31

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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PROPERTY RECORD CARD

General Information

Name:	ROLKELRAY LLC	Alternate Key:	1447178
Mailing Address:	635 E LIVINGSTON ST ORLANDO, FL 32803 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001-000-01401
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	N WARDELL ST MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	E 83.5 FT OF N 3/4 OF W 1/4 OF NE 1/4 OF NE 1/4--LESS N 244.17 FT-- - ORB 6291 PG 1117		

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Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		1.460	Acre	\$16,060.00	\$16,060.00
				Click here for Zoning Info ⓘ FEMA Flood Map				

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6291 / 1117	03/2024	Warranty Deed	Unqualified	Vacant	\$100.00
5927 / 1937	12/2021	Trustees Deed	Unqualified	Vacant	\$100.00
5107 / 1930	03/2018	Warranty Deed	Unqualified	Vacant	\$100.00
4516 / 892	08/2014	Warranty Deed	Unqualified	Vacant	\$100.00
895 / 973	10/1986	Personal Rep Deed	Unqualified	Vacant	\$1.00
895 / 971	10/1986	Personal Rep Deed	Unqualified	Vacant	\$1.00
737 / 951	12/1979	Personal Rep Deed	Unqualified	Vacant	\$1.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

September 17, 2024 City Council Regular Session Agenda Packet

Page 525 of 816

ATTACHMENT #2

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$16,060	\$16,060	\$16,060	5.0364	\$80.88
SCHOOL BOARD STATE	\$16,060	\$16,060	\$16,060	3.2080	\$51.52
SCHOOL BOARD LOCAL	\$16,060	\$16,060	\$16,060	2.9980	\$48.15
LAKE COUNTY WATER AUTHORITY	\$16,060	\$16,060	\$16,060	0.2940	\$4.72
NORTH LAKE HOSPITAL DIST	\$16,060	\$16,060	\$16,060	0.1500	\$2.41
ST JOHNS RIVER FL WATER MGMT DIST	\$16,060	\$16,060	\$16,060	0.1793	\$2.88
LAKE COUNTY MSTU STORMWATER	\$16,060	\$16,060	\$16,060	0.4957	\$7.96
LAKE COUNTY MSTU AMBULANCE	\$16,060	\$16,060	\$16,060	0.4629	\$7.43
LAKE COUNTY VOTED DEBT SERVICE	\$16,060	\$16,060	\$16,060	0.0918	\$1.47
LAKE COUNTY MSTU FIRE	\$16,060	\$16,060	\$16,060	0.5138	\$8.25
				Total: 13.4299	Total: \$215.67

Exemptions Information**This property is benefitting from the following exemptions with a checkmark ✓**

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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Property data updated nightly.
Site Notice

ATTACHMENT #3

NOTICE OF PROPOSED ENACTMENT ORDINANCE NO. 2024-16 CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2024-16. The final public hearing on the ordinance will be held on **September 17, 2024, at 6:00 p.m.** or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2024-16 is as follows:

ORDINANCE NO: 2024-16

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

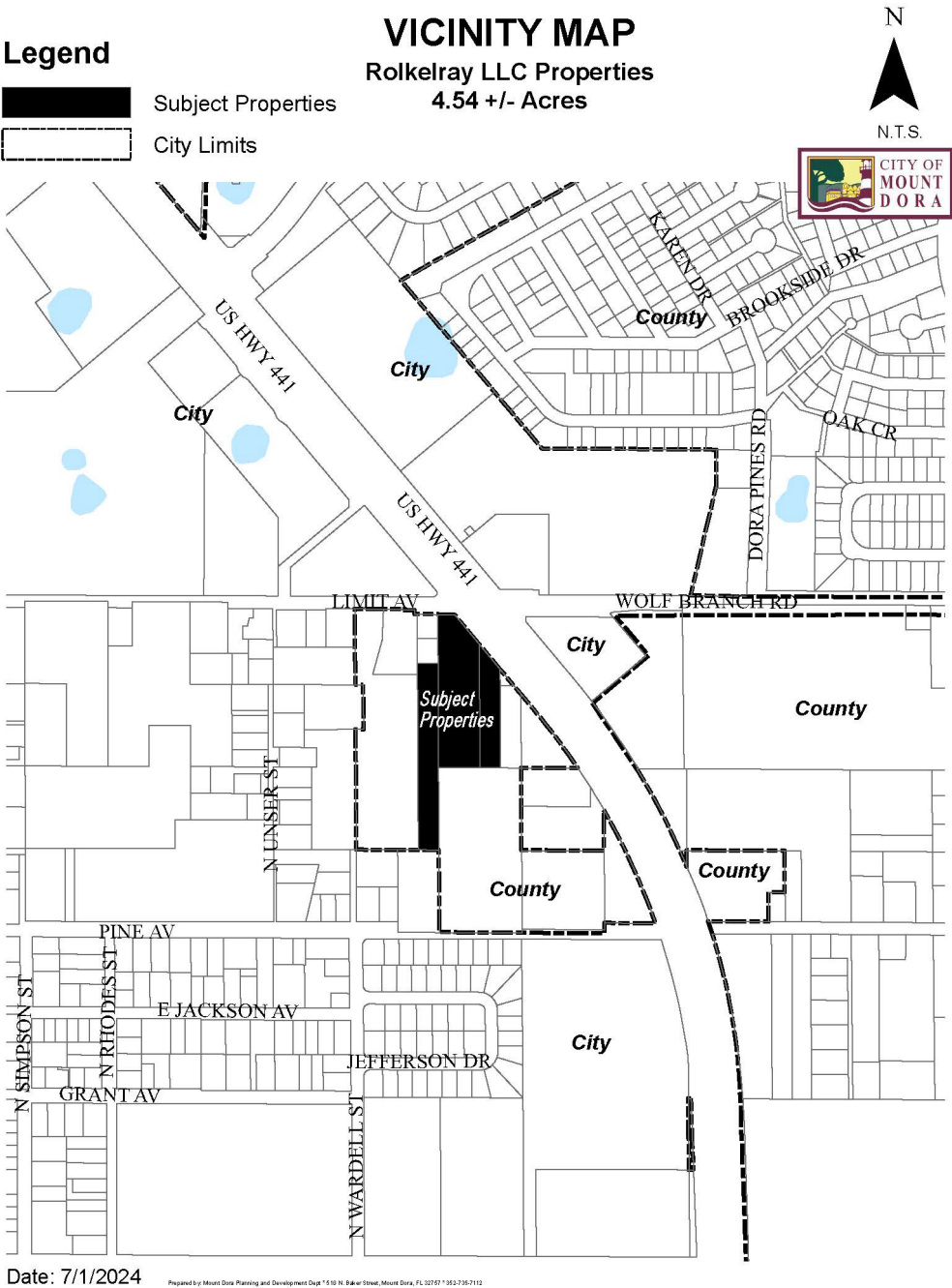
Published Legal Notice: September 6, 2024

ATTACHMENT #3
NOTICE OF ANNEXATION
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to annex land within the area shown on the map in this advertisement. Final hearing on the voluntary annexation, Ordinance No. 2024-16, will be held on Tuesday, September 17, 2024 at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

ORDINANCE NO: 2024-16

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTIES GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



ATTACHMENT #3

Page 2 - Annexation

The proposed ordinance with complete legal description (metes and bounds) may be inspected by the public at the City Clerk's Office or the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Interested parties may appear at the above meeting and be heard with respect to the proposed ordinance.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Non-Legal Dates Published Twice on:

September 6, 2024

September 13, 2024

ORDINANCE NO: 2024-16

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Roland D. Magyar DBA Rolkelray, LLC (Property Owner) is the fee simple owner of those properties generally located on the west side of US Highway 441 and south of Limit Avenue in unincorporated Lake County, Florida, as depicted and identified on that map attached as **Exhibit "A"** (Property); and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the Property Owner has filed a petition for annexation of the Property into the municipal limits of the City of Mount Dora bearing the signature of all owners of the Property; and

WHEREAS, the City has determined that the Property is located wholly within an unincorporated area of Lake County, Florida, that the Property is reasonably compact and contiguous to an incorporated area of the City of Mount Dora, Florida, that annexation of the Property will not result in the creation of an enclave, that annexation of the Property otherwise fully complies with the requirements of Florida Statutes, Section 171.044, and annexation of the Property is in the best interest of the City of Mount Dora; and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the City furnished the Lake County Board of County Commissioners with a copy of the notice of annexation by certified mail at least ten (10) days prior to the publication of the same; and

WHEREAS, the City has determined that all procedural and notice requirements mandated by Florida Statutes, Section 171.044, the City of Mount Dora Charter, the City of Mount Dora Code of Ordinances and all other applicable or controlling laws related to the voluntary annexation of property have been followed and satisfied.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. VOLUNTARY ANNEXATION. The Property generally located on east side of US Highway 441 at the Orange County line in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida; thence run S89°43'49"E, along the North line of said Northeast 1/4 of Section 29, a distance of 1663.04 feet to the East line of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 44.19 feet to the South right of way line of East Limit Avenue; thence run S89°38'41"E, along said South right of way line, 77.65 feet to a point of intersection with the Southwesterly right of way line of U.S. Highway 441 (State Road 500); said Southwesterly right of way line being 100.00 feet Southwesterly of and parallel with the centerline of said right of way of U.S. Highway 441; thence run S40°01'41"E, along said Southwesterly right of way line, a distance of 270.41 feet to the East line of the West 1/2 of the East 1/4 of the Northwest 1/4 of the aforesaid Northeast 1/4 of the Northeast 1/4 of Section 29; thence departing said right of way line run S00°34'48"E, along said East line, a distance of 415.69 feet to the South line of the Northwest 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°43'07"W, along said South line, a distance of 249.77 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 333.10 feet to the South line of the North 3/4 of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°42'46"W, along said South line, a distance of 83.51 feet to the West line of the East 3/4 of said North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said West line, 755.21 feet to a line lying 200.00 feet Southerly of the aforesaid South right of way line of East Limit Avenue; thence run S89°38'41"E, parallel with said South right of way line, a distance of 83.51 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said East line, a distance of 200.00 feet to the Point of Beginning.

Containing 200,570 square feet or 4.604 acres, more or less.

SECTION 3. EFFECT OF ANNEXATION. On the Effective Date of this Ordinance, the property owner of the Property shall be entitled to all the rights, privileges and immunities as are from time to time granted to property owners in the City of Mount Dora, Florida, and shall be subject to the responsibilities of property ownership as may from time to time be authorized and/or adopted by the governing authority of the City of Mount Dora, Florida.

SECTION 4. AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES.

City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, City Council District Five (5) is hereby amended to include the Property, more particularly described as follows:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida; thence run S89°43'49"E, along the North line of said Northeast 1/4 of Section 29, a distance of 1663.04 feet to the East line of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 44.19 feet to the South right of way line of East Limit Avenue; thence run S89°38'41"E, along said South right of way line, 77.65 feet to a point of intersection with the Southwesterly right of way line of U.S. Highway 441 (State Road 500); said Southwesterly right of way line being 100.00 feet Southwesterly of and parallel with the centerline of said right of way of U.S. Highway 441; thence run S40°01'41"E, along said Southwesterly right of way line, a distance of 270.41 feet to the East line of the West 1/2 of the East 1/4 of the Northwest 1/4 of the aforesaid Northeast 1/4 of the Northeast 1/4 of Section 29; thence departing said right of way line run S00°34'48"E, along said East line, a distance of 415.69 feet to the South line of the Northwest 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°43'07"W, along said South line, a distance of 249.77 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 333.10 feet to the South line of the North 3/4 of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°42'46"W, along said South line, a distance of 83.51 feet to the West line of the East 83.50 feet of said North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said West line, 755.21 feet to a line lying 200.00 feet Southerly of the aforesaid South right of way line of East Limit Avenue; thence run S89°38'41"E, parallel with said South right of way line, a distance of 83.51 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said East line, a distance of 200.00 feet to the Point of Beginning.

Containing 200,570 square feet or 4.604 acres, more or less.

SECTION 5. FILING REQUIREMENTS. In accordance with Florida Statutes, Section 171.044(3), within seven (7) days of the enactment of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the Lake County Clerk of the Circuit Court, with the County Manager of Lake County, Florida and with the Florida Department of State.

SECTION 6. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance and the rezoning on the Property. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 7. SAVINGS CLAUSE. All prior actions of the City of Mount Dora

pertaining to the annexation of the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 8. LIMITED CODIFICATION AND SCRIVENER'S ERRORS.

The provisions of this Ordinance which amend City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, shall be codified and the sections, divisions and provisions hereof renumbered or re-lettered as deemed appropriate by the codifier. All remaining provisions of this Ordinance shall not be codified. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney may be corrected.

SECTION 9. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 11. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: September 3, 2024

SECOND READING: September 17, 2024

PASSED AND ADOPTED this 17th day of September 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

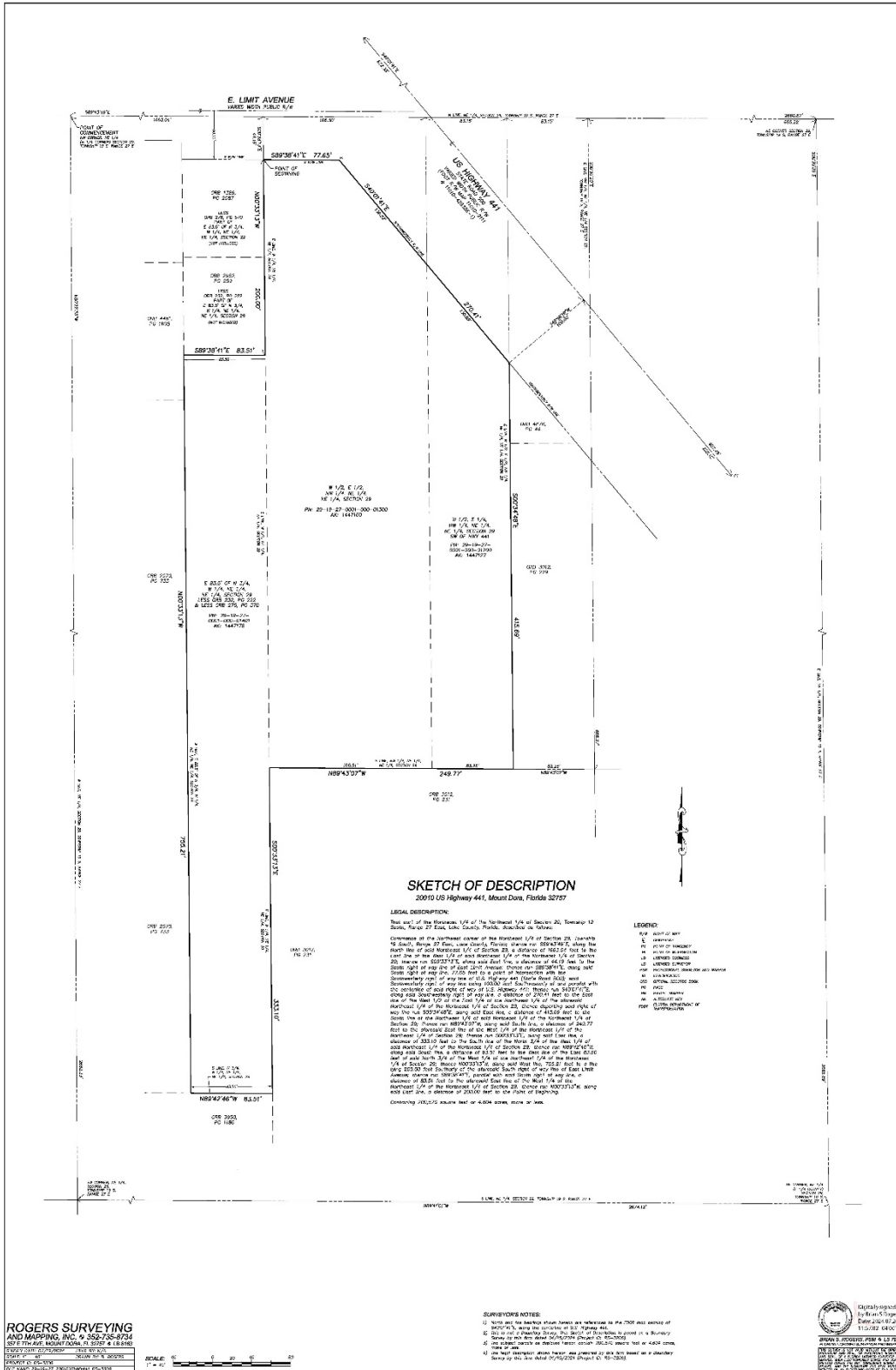
ATTEST:

JEANANN HAND
CITY CLERK

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

Patrick Brackins, City Attorney

Property Sketch and Description





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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Final Reading and Adoption of **Ordinance No. 2024-17**, Small-Scale Future Land Use Map Amendment for Rolkelray, LLC (4.60 Acres).

Introduction:

This is a request for City Council to approve final reading of Ordinance No. 2024-17.

Call Up Item

Mayor Asks Attorney to Read Ordinance by Title Only

City Manager Background

Applicant Presentation

Testimony by others on behalf of applicant or opposition with a legitimate interest in the matter, who can provide substantial competent evidence.

Rebuttal by Applicant

Discussion

Council Action

Discussion:

As required by Florida Statutes, Section 166.041(4), Attachment #1 is the completed “Business Impact Estimate” form. This request is associated with land use type action.

Further descriptions and the land use report are contained in Attachment #2 (PZC/LPA Staff Report). The advertisements for the adoption hearing are provided in Attachment #3. The applicant is requesting an amendment to the City’s Future Land Use Map. The proposed amendment will change approximately 4.60 acres. The Applicant proposes to amend the future land use map to change the parcels from Lake County Commercial to City Commercial.

This Ordinance shall take effect 31 days after the adoption of the annexation Ordinance, per Florida Statutes.

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

The City Council, at their regularly scheduled meeting held on September 3, 2024, recommended approval of the First Reading of Ordinance No. 2024-17 and held a hearing for the Second Reading and Final adoption.

The Planning and Zoning Commission (PZC), acting as the Local Planning Agency, at their regularly scheduled meeting held on August 21, 2024, recommended approval of the Small-Scale Future Land Use Map Amendment from Lake County Commercial to City Commercial designation.

The Development Review Committee (DRC) on July 31, 2024, reviewed and recommended approval of the Small-Scale Future Land Use Map Amendment.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the future land use map amendment action.

Strategic Impact:

Future Land Use Map amendments which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities. GOAL 1: Economic Development; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation:

City Council to approve Final Reading of Ordinance No. 2024-17.

Attachment(s):

1. Attachment 1 Business Impact Estimate (FLUM Ord)
2. Attachment 2 PZC-LPA Staff Report 8-21-2024
3. Attachment 3 Legal Advertisement Publication (Final)
4. Ordinance 2024-17, Rolkelray LLC (FLUM) final
5. Exhibit A FLUM Amendment Map

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

Approved - 9/5/2024
Approved - 9/5/2024
Final Approval - 9/6/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-17

**ORDINANCE TITLE: Small-Scale Future Land Use Map Change
Rolkelray, LLC (4.60 Acres)**

DEPARTMENT: Planning and Development

**MEETING DATE: September 3, 2024
September 17, 2024**

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO: 2024-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Rolkelray LLC (Property Owner) submitted an application to the City requesting a change in Future Land Use designation and amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to that property located west of US Highway 441 and south of Limit Avenue.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

No direct impact to general businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

No new charges or fees are set forth in the ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No additional regulatory costs, staff administration only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance is not anticipated to affect businesses.

4. Additional information the governing body deems useful (if any):

N/A



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmountdora.com

DATE: August 21, 2024

TO: Planning and Zoning Commission

FROM: Development Review Committee
 Vince Sandersfeld, Planning Director

THROUGH: Ryan Winkler, Senior Planner

RE: Application to Amend the Future Land Use Map (Small-Scale); Change in land use from Lake County Regional Commercial to City Commercial; 4.54 Acres (Site Area); Located on the west of US Highway 441 and south of Limit Avenue (General Location); Michael Rankin, LPG Urban and Regional Planners (Applicant); Rolkelray LLC (Owner).
 Project No. FLUM24-01

SUMMARY OF RECOMMENDATION:

Staff recommends approval of the small-scale application to amend the land use category on 4.54 +/- acres from Lake County Regional Commercial to City Commercial. Approval subject to Annexation.

REFERENCES/SUPPORT:

Chapter 163, *Florida Statutes*

LDC Section 3.3

Policy 4.g(2) FLUE of the Mount Dora Comprehensive Plan 2045

Companion Annexation Ordinance 2024-16

SITE SUMMARY:

Owners	Rolkelray LLC
Applicant	Michael Rankin, LPG Urban and Regional Planners
General Location:	West of US Highway 441 and South of Limit Avenue
Alternate Key Nos.	1447127, 1447160, and 2921757
Zoning District:	Lake County Neighborhood Commercial (C-1)
Proposed Zoning District:	City Neighborhood Commercial (C-1)
Future Land Use Category:	Lake County Regional Commercial
Proposed Land Use Category	City Neighborhood Commercial (C-1) (Processing Under a Separate Application)
Overlays:	None
Site Area:	4.54 +/- acres
Existing Use:	Vacant land

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – FLUM24-01

Page 2 of 5

SURROUNDING PROPERTY TABLE:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)
North	City	Commercial	C-3	Undeveloped
South	City	Medium Density	R-2	Undeveloped
	County	Regional Commercial	C-1	Undeveloped
East	County	Regional Commercial	C-1	Undeveloped
West	County	Regional Commercial	C-1	Store/Residence/ Undeveloped

ANALYSIS:

The Applicant has applied for a small-scale future land use map amendment for three (3) vacant and undeveloped properties. The Applicant proposes to amend the future land use map to change the parcels from Lake County Regional Commercial to City Commercial. Included in the application submittal is an executive summary provided by the applicant regarding the proposed comprehensive plan amendment.

The Applicant proposes a future development on the subject properties to include neighborhood commercial uses such as restaurant, coffee shop, medical, and retail. An onsite storm water retention pond is proposed on the southernmost portion of the subject properties.

The properties contain 4.54 acres, per the site data table below:

Alternate Key	Acres
1447127	0.86
1447160	2.24
2921757	1.44

Development Summary –

Maximum Intensity:

- **From:** County *Regional Commercial* Future Land Use Category
Commercial: Max. Sq. Ft (FAR 3.00 x 4.54 acres): 593,287 sf
Residential: 1 unit per 10,000 of commercial sf (4.54 acres / 10,000 sf) = 59 Multifamily Units
- **To:** City *Commercial* Future Land Use Category
Commercial: Maximum Sq. Ft (FAR 0.25 x 4.54 acres): 49,440 sf
Residential: 12 units per acre (4.54 acres x 12 du/ac): 54 Multifamily Units
- **Change** (difference from County *Regional Commercial* to City *Commercial*):
Commercial: Reduced 543,847 sf
Residential: Reduced 5 Multifamily Units

Building Height:

- **From:** County *Regional Commercial* Max. Building Height: 75-ft
- **To:** City *Commercial* Max. Building Height: 35-ft

Impervious Surface Ratio:

- **From:** County *Regional Commercial* Max. ISR: 75%
- **To:** City *Commercial* Max. ISR: 80%

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – FLUM24-01

Page 3 of 5

Future Land Use Element Policy 4.g(6): Commercial: This category is limited to retail businesses. The City desires to maintain its traditional downtown setting, within the downtown and areas along Highland Street, 5th Avenue, Donnelly Street and Old U.S. 441. Residential uses are permitted in RP, C-1, C-2, and C-2A zoning districts in association with commercial uses at a maximum density of 12 units per acre. With the exception of the downtown commercial area, all other commercial uses are limited to nodes along intersections of arterial and non-residential collectors, and along U.S. Hwy 441/S.R. 19A or in planned commercial centers. Educational facilities shall not be allowed in this district. Impervious surface ratio is 0.80 and floor area ratio is 0.25 based on the C-1 zoning district.

Transportation Mobility Element Policy 4.h: The City shall require that a traffic analysis be submitted for proposed comprehensive plan amendments and rezonings that identifies potential impacts to the surrounding roadways and intersections as well as any necessary mitigation. Traffic impact analyses must be prepared by a qualified traffic engineer who shall coordinate their methodology with the City Engineer and FDOT, if there are impacts to State Facilities. A Traffic Impact Analysis (TIA) was provided with the application. A trip generation analysis indicates the proposed land use amendment will result in a reduction of 1,807 daily trips compared to the existing land use.

The change in zoning application is being processed simultaneously with the Annexation and Future Land Use applications. The proposed change in zoning is consistent with the surrounding properties.

The subject properties are located in the City's Utility Service Area (USA) and Lake County Joint Planning Area (JPA). The application was forwarded to the County for review. The County provided no comments.

**** NOTE **** As of printing of this report, the City of Mount Dora does not have wastewater treatment capacity at Wastewater Treatment Plant #2 (WWTP2) to serve new developments. The City is reviewing options to increase wastewater treatment capacity and other facility improvements.

PUBLIC IMPACTS AND CAPACITY ANALYSIS:

Housing: The proposed Future Land Use change from County Neighborhood Commercial (C-1) to City Neighborhood Commercial (C-1) would not affect the amount of land available for residential uses. There are no significant housing and population impacts with the proposed future land use map amendment, as the future land use classification remains commercial. Residential uses are not permitted within the Commercial future land use category.

Traffic: Based on the existing entitlements, the proposed land use category will not result in any additional average daily trips (ADT). The surrounding roadway network should have sufficient capacity to accommodate the proposed site improvements. Further review and evaluation would be required if seeking to develop the property with a more intense use.

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – FLUM24-01

Page 4 of 5

- Wastewater:** Policy 1.d, Infrastructure Element of the Comprehensive Plan establishes level-of-service standards as: (1) Water level-of-service standard: 350 gallons per day (GPD) per equivalent residential unit (ERU); (2) Sewer level-of-service standard: 300 GPD per ERU; and (3) Solid waste level-of-service standard: 7.1 pounds per capita per day. Based on the density requirements, the most development which could be undertaken on the subject property would be to facilitate the annexation.
- Potable Water:** The minimum design for water distribution systems shall provide for at least 100 percent of the combined maximum day-demand rate and required fire flow for said rate, with special provisions for peak flows in excess thereof. The allowable minimum service pressure under said design condition shall not be less than 20 pounds per square inch. Normal flow demands for design shall be calculated on the basis of full ultimate development as known, or projected. The proposed change and will not negatively impact capacity.
- Reclaim Water:** Conversation Element requires participation in the City reuse for irrigation purposes. Goal 2, Policy 1.c. (1) of the Infrastructure Element requires water conservation practices by utilizing the City reclaimed system available at this location.
- Solid Waste:** City's standard is 7.1 pounds per capita per day (LOS disposal).
- Stormwater:** Protect water resources in Mount Dora. Control of erosion, sedimentation and flooding are mandatory. Limit post-improvement stormwater discharge to pre-improvement rates based on the 25-year, 96-hour storm. Building first floor elevations must be flood-free for the 100-year, 96-hour storm. Comply with Land Development Code (LDC) Chapter 6.2 drainage standards. Upon development of site improvements, the owner is required to provide a drainage plan per LDC.
- Habitat:** A preliminary Natural Resource Assessment provided by the Applicant indicates no imperiled species were observed on site during the field evaluation, and the subject properties do not contain potentially threatened species. Land cover onsite includes a mixture of hardwood coniferous trees and shrubs. Soil composition includes Myakka wet sand soil within the subject property boundary.
- The subject site development does not propose impact to any unique or ecologically significant area of vegetation or habitat. Should any protected species be identified on site, appropriate regulatory and state permits will be required prior to development.
- Environmental:** The survey provided did not show any wetland delineation and Lake County GIS shows no indication of wetland or flood zone on the property.

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – FLUM24-01

Page 5 of 5

Note: Data analysis support documents on-file with the project application.

NOTIFICATIONS:

JPA Notice to Lake County: August 26, 2024

Legal Notice PZC and Notice to City Council: August 9, 2024

Notice to Surrounding Owners: August 9, 2024

Non-Legal with Map Ad City Council 1st Reading: August 9, 2024

Ordinance Enactment Legal Ad: September 6, 2024

Non-Legal with Map Ad City Council Adoption: September 6, 2024

PUBLIC HEARING SCHEDULE:

DRC Review: July 31, 2024

PZC: August 21, 2024

City Council 1st Reading: September 3, 2024 (6:00 pm)

City Council 2nd Reading and Adoption: September 17, 2024 (6:00 pm)

ATTACHMENTS:

Vicinity Map

Aerial Map

Future Land Use Composite City-County Map

Zoning Composite City-County Map

National Flood Hazard Map

UES Natural Resources Assessment (dated May 16, 2024)

Project Narrative – FLUM Justification

Draft Comprehensive Plan Amendment Ordinance #2024-17

Application (Surveys, Tax Parcel Records, and Deed)

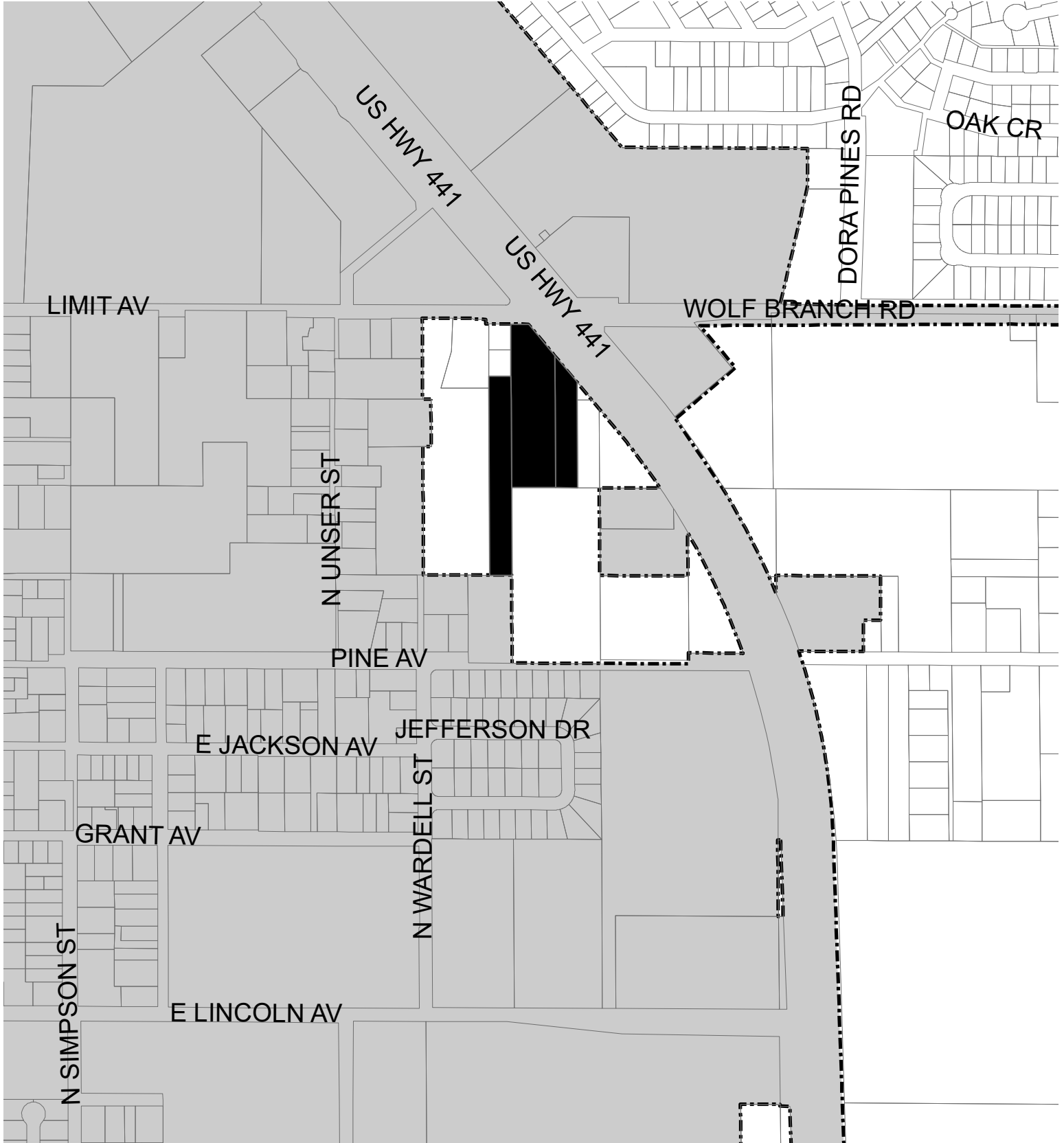


ATTACHMENT #2
Vicinity Map
Rolkelray LLC
4.54 +/- Acres



Legend

-  Subject Parcel
-  City Limits





ATTACHMENT #2

**Aerial Map
Rolkelray LLC
4.54 +/- Acres**

N



N.T.S.

Legend

-  Subject Parcel
-  City Limits

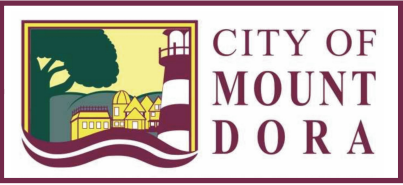


City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

FLUM Amendment City of Mount Dora (Rolkelray, LLC)

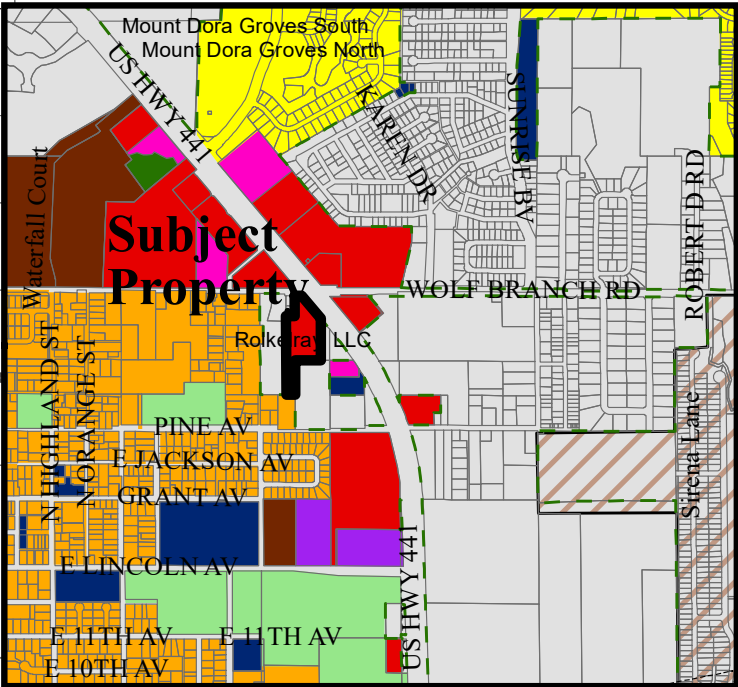
Existing FLU: County Commercial
Proposed FLU: City Commercial



0 1,400 2,800 Feet

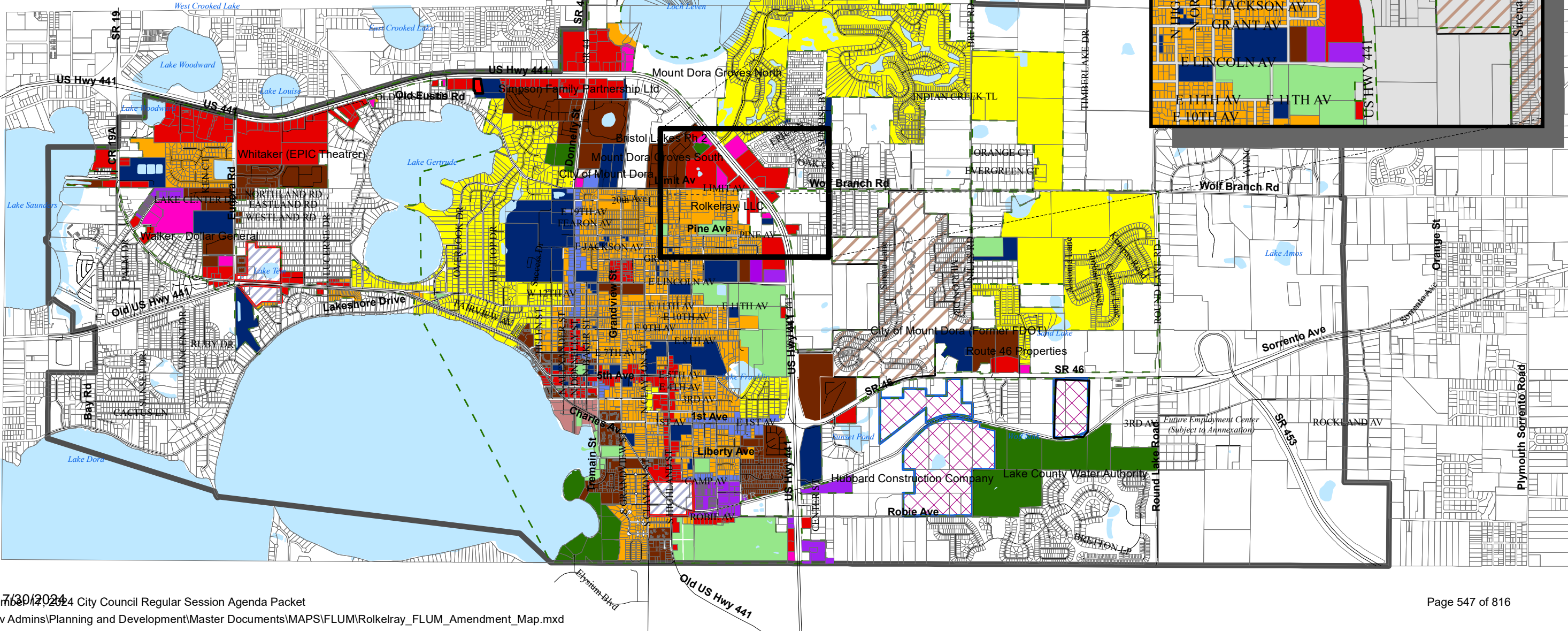
Map II-2a

Small-Scale FLUM Amendment

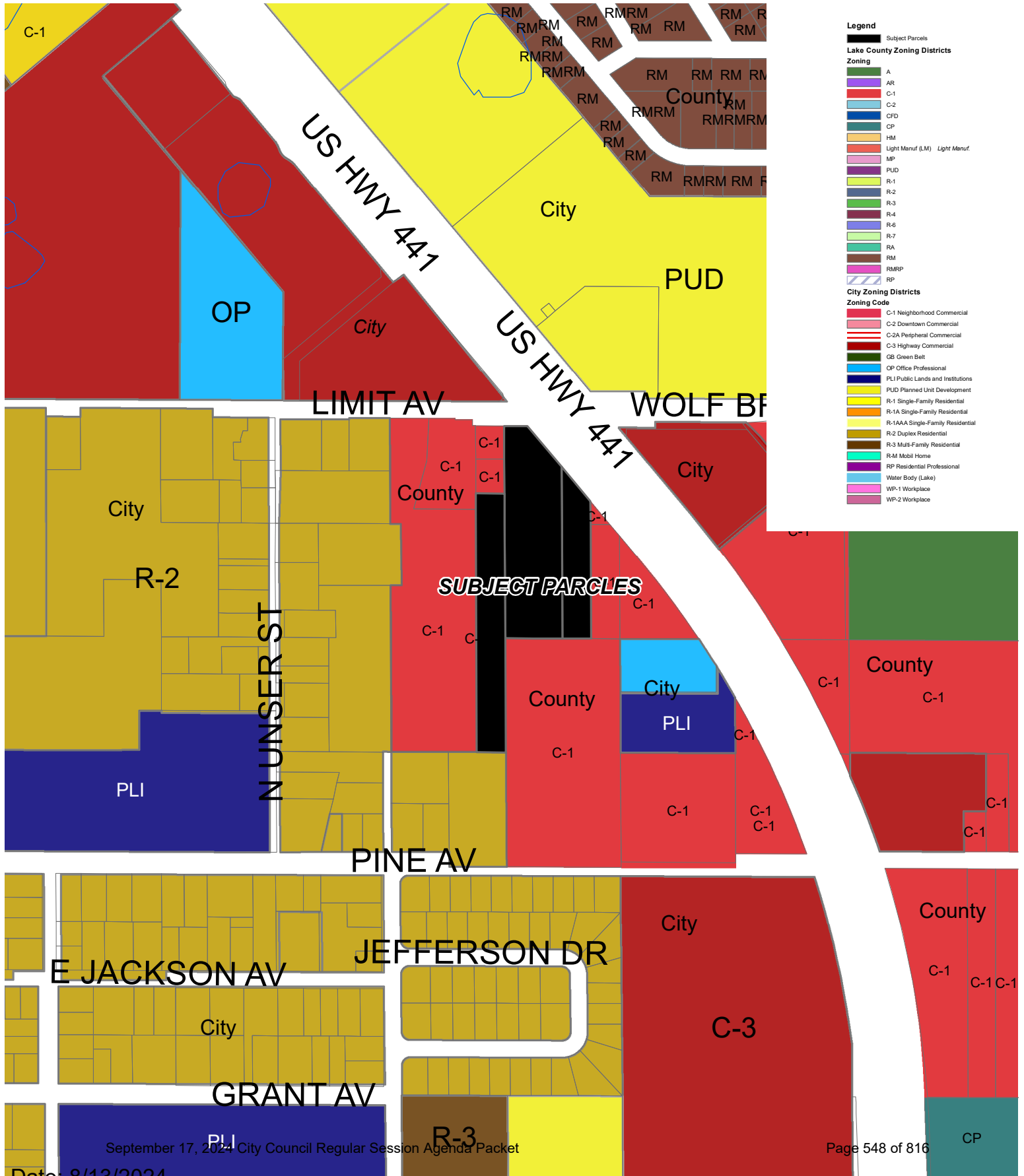


LEGEND:

- Owner Name**
- Rolkelray, LLC
- Features**
- Mixed Use Traditional (MU-1)
 - Mixed Use Downtown (MU-2)
 - Employment Center
 - Residential Professional/Office
 - Low Density Residential (2.5 DU/AC or Less)
 - Low/Medium Density Residential (4 DU/AC or Less)
 - Medium Density Residential (6 DU/AC or Less)
 - High Density Residential (18 DU/AC or Less)
 - Industrial
 - Commercial
 - Office
 - Recreation
 - Public Lands/Institutions
 - Conservation
 - Water Bodies/Lakes
- City Limits**
- JPA
 - Rail Road



ATTACHMENT #2 Zoning Composite City-County Map Rolkelray LLC 4.54 +/- Acres



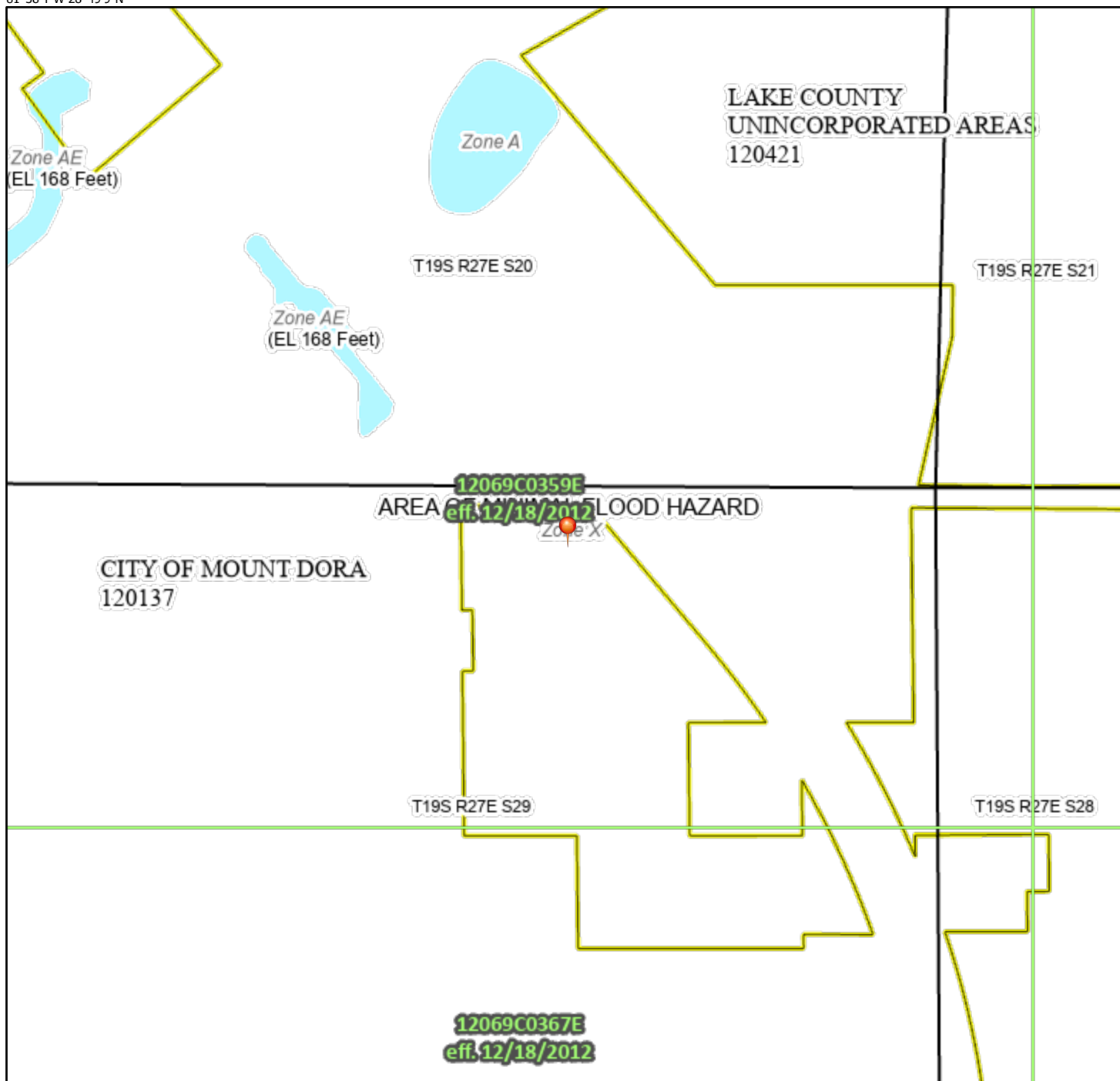
- Legend**
- Subject Parcels
 - Lake County Zoning Districts**
 - Zoning**
 - A
 - AR
 - C-1
 - C-2
 - CFD
 - CP
 - HM
 - Light Manuf (LM) Light Manuf.
 - MP
 - PUD
 - R-1
 - R-2
 - R-3
 - R-4
 - R-6
 - R-7
 - RA
 - RM
 - RMRP
 - RP
 - City Zoning Districts**
 - Zoning Code**
 - C-1 Neighborhood Commercial
 - C-2 Downtown Commercial
 - C-2A Peripheral Commercial
 - C-3 Highway Commercial
 - GB Green Belt
 - OP Office Professional
 - PLI Public Lands and Institutions
 - PUD Planned Unit Development
 - R-1 Single-Family Residential
 - R-1A Single-Family Residential
 - R-1AAA Single-Family Residential
 - R-2 Duplex Residential
 - R-3 Multi-Family Residential
 - R-M Mobil Home
 - RP Residential Professional
 - Water Body (Lake)
 - WP-1 Workplace
 - WP-2 Workplace

National Flood Hazard Layer FIRM for Mount Dora

MENT #2



81°38'4"W 28°49'9"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/9/2024 at 9:43 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PRELIMINARY NATURAL RESOURCE ASSESSMENT

Limit Avenue Project
Southwest Corner of Limit Avenue & S US Highway 441
Mt Dora, Lake County, Florida

UES Project No. 0140.2400091.0002
UES Report No. 2089416

Report Date: 16 May 2024

Prepared for:

Ironcrest Capital
1710 Windsor Drive
Winter Park, Florida 32789

Prepared by:

Universal Engineering Sciences
3532 Maggie Boulevard
Orlando, Florida 32811
www.universalengineering.com



ATTACHMENT #2

Preliminary Natural Resource Assessment
Limit Avenue Project
Mt Dora, Lake County, Florida

UES Project No. 0140.2400091.0002
UES Report No. 2089416
16 May 2024

TABLE OF CONTENTS

1.0	EXECUTIVE SUMMARY	1
2.0	GENERAL SITE DESCRIPTION	2
3.0	WETLAND ASSESSMENT	3
3.1	METHODOLOGY	3
3.2	RESULTS.....	4
3.2.1	Desktop Evaluation	4
3.2.2	Field Evaluation	4
3.3	CONCLUSIONS AND DISCUSSIONS	4
3.3.1	U.S. Army Corps of Engineers (USACE)	4
3.3.2	Florida Department of Environmental Protection (FDEP)	4
3.3.3	St. John’s River Water Management District (SJRWMD)	5
4.0	THREATENED, ENDANGERED, AND IMPERILED SPECIES ASSESSMENT	5
4.1	METHODOLOGY	5
4.1.1	Desktop Evaluation	5
4.1.2	Field Evaluation	6
4.2	RESULTS.....	6
4.2.1	Desktop Evaluation	6
4.2.2	Field Evaluation	7
4.3	DISCUSSION AND RECOMMENDATIONS	8

ATTACHMENT #2

Preliminary Natural Resource Assessment
Limit Avenue Project
Mt Dora, Lake County, Florida

UES Project No. 0140.2400091.0002
UES Report No. 2089416
16 May 2024

5.0 SUMMARY12

6.0 RECOMMENDATIONS/ACTION ITEMS13

7.0 LIMITATIONS14

ATTACHMENT #2

Preliminary Natural Resource Assessment
Limit Avenue Project
Mt Dora, Lake County, Florida

UES Project No. 0140.2400091.0002
UES Report No. 2089416
16 May 2024

APPENDICES

APPENDIX A – FIGURES

- Figure 1 – Location / USGS Topographic Map
- Figure 2 – Landscape Setting
- Figure 3 – Aerial Photograph
- Figure 4 – LIDAR Contours
- Figure 5 – NRCS-Mapped Soils
- Figure 6 – Land Use / Land Cover
- Figure 7 – National Wetlands Inventory (NWI) Wetlands Map
- Figure 8 – Gopher Tortoise Suitability
- Figure 9 – Florida Burrowing Owl Occurrences

APPENDIX B – SITE PHOTOGRAPHS

APPENDIX C – DEGREE OF EFFECT EVALUATION

Eastern Indigo Snake Programmatic Effect Determination Key

APPENDIX D – INFORMATION FOR PLANNING AND CONSULTATION (IPaC)

APPENDIX E – NATIONAL MARINE FISHERIES SERVICE

APPENDIX F – FLORIDA NATURAL AREAS INVENTORY

APPENDIX G – CUSTOM SOILS REPORT

APPENDIX H – NATIONWIDE STANDARD CONSERVATION MEASURES

APPENDIX I – STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE

1.0 EXECUTIVE SUMMARY

On 14 May 2024, Universal Engineering Sciences (UES) completed a preliminary natural resource assessment of an approximately 5-acre property at the southwest corner of Limit Avenue and South US Highway 441 in Mt Dora, Lake County, Florida. The purpose of the natural resource assessment is to identify, to the extent possible, ecological conditions that could affect or constrain development on the subject property. This preliminary natural resource assessment was conducted in general accordance with UES Proposal 2079847, dated 28 March 2024.

Wetlands:

The subject property was assessed for the presence of wetlands and other surface waters in accordance with the unified wetland delineation methodology as defined in chapter 62-340, Florida Administrative Code. It is our professional opinion that there do not appear to be wetlands on the subject property.

Imperiled Species:

While there is the potential for thirteen (13) species listed as protected or candidate species in the Endangered Species Act of 1973 (16 U.S.C. ch. 35 § 1531 et seq.), fourteen (14) birds protected by the Migratory Bird Treaty Act of 1918 and/or Bald and Golden Eagle Protection Act of 1940, and nine (9) state-protected wildlife species to potentially be affected by activities on the subject property, no imperiled species were observed on the subject property during our field evaluation. Although no imperiled species were observed on site during the field evaluation, the subject property does contain potentially suitable habitat for chimney swifts, eastern indigo snakes, Florida burrowing owls, gopher tortoises, painted buntings, and red-headed woodpeckers.

Please refer to **Appendix C** for the Preliminary Effect Determinations for federally listed animal and plant species that have the potential to be affected by activities on the subject property and Preliminary Impact Determinations for the state listed species that occur in Lake County.

Action Items:

Based on this preliminary assessment, UES recommends the following action items once a conceptual site development plan has been developed:

Imperiled Species:

- As soon as is practicable, inspect the chimney or chimneys of the existing house for chimney swifts and/or evidence of their use (i.e. droppings, carcasses, etc.). If chimney swifts are present or evidenced, consult with the United States Fish and Wildlife Service (USFWS) Migratory Bird Program office regarding possible impacts and guidelines/ recommendations including suitable measures for excluding swifts prior to demolition or alteration of the structure.

- ___ Implement the attached Standard Protection Measures for the Eastern Indigo Snake, dated 23 March 2021 (see **Appendix I**).
- ___ At least 30 days prior to any clearing/land alteration activities, the applicant shall notify the appropriate North Florida Ecological Services Office of the United States Fish and Wildlife Service (USFWS) via e-mail at jaxregs@fws.gov that the Standard Protection Measures for the Eastern Indigo Snake will be implemented as prescribed by the USFWS.
- ___ Approximately eighty (80) to ninety (90) days before the start of construction, including land clearing and equipment/materials stockpiling, conduct a 100% gopher tortoise burrow survey of suitable gopher tortoise habitat in accordance with the Florida Fish and Wildlife Conservation Commission guidelines in effect at the time. If gopher tortoise burrows are observed, permit and have a licensed gopher tortoise agent relocate the tortoises in accordance with the Florida Fish and Wildlife Conservation Commission guidelines in effect at the time, prior to initiating clearing/land alteration activities, including staging of equipment or stockpiling of materials.
- ___ Implement the attached United States Fish and Wildlife Service (USFWS) Nationwide Standard Conservation Measures (see **Appendix H**).
- ___ Restrict trimming and/or clearing of woody vegetation on the subject property to mid-August to mid-April (i.e., the non-nesting season for the painted bunting). If trimming and/or clearing of woody vegetation cannot be limited to the non-nesting season, conduct a nest survey immediately before clearing. If painted bunting nests are observed, contact the Migratory Bird Program within the Florida Ecological Services Office of the United States Fish and Wildlife Service (USFWS) to determine specific buffer and work stop requirements.
- ___ Limit tree clearing and/or trimming activities to the non-breeding season for the red-headed woodpecker (i.e., mid-September to early-May). If tree clearing and/or trimming is proposed during breeding season, it is recommended that a cavity survey of the tree or trees to be cleared or trimmed be conducted prior to commencing such activities to determine if nesting red-headed woodpeckers or their eggs and/or flightless young are present in the subject tree or trees.
- ___ Within 48 hours prior to the planned/scheduled start of construction, including mobilization and site preparation, conduct a 100% burrowing owl burrow survey to ensure no active burrowing owl nests are present.

UES can provide proposals for these action items upon request.

2.0 GENERAL SITE DESCRIPTION

Universal Engineering Sciences (UES) ecological staff completed a preliminary natural resource assessment of an approximately 5-acre property at the southwest corner of Limit Avenue and South US Highway 441 in Mt Dora, Lake County, Florida. The property consists of Lake County tax parcels 29-19-

27-0001-000-01200, 29-19-27-0001-000-01300, 29-19-27-0001-000-01401, 29-19-27-0001-000-01402 and 29-19-27-0001-000-01403 and is located on the south side of Limit Avenue and the west side of South US Highway 441 in Lake County, Florida. It is centered at approximately 28.814033° North latitude, 81.628977° West longitude. Please refer to **Figures 1 and 2 in Appendix A.**

Topography: LIDAR (Light Detection and Ranging) data from the National Oceanic and Atmospheric Administration (NOAA) indicates that the subject property contains elevations ranging from 167 feet North American Vertical Datum of 1988 (NAVD88) to 170 feet NAVD88. Please refer to **Figure 4 in Appendix A.**

Soils: The Natural Resources Conservation Service (NRCS) maps one soil map unit on the subject property. Please refer to **Figure 5 in Appendix A** and the custom soil report in **Appendix G**. Following is a brief discussion of the NRCS-mapped soil map unit on the subject property:

28: Myakka-Myakka, wet, sands, 0 to 2 percent slopes – 100.0% of subject property

This map unit is composed of approximately 75% Myakka and similar soils, 15% Myakka, wet, and similar soils, and 10% minor components including Basinger, Eaugallie, and Placid, depressional soils. This map unit is classified as poorly drained with a depth to water table of about 6 to 18 inches. Myakka sands are typically found in flatwoods on marine terraces. This map unit has a hydric rating of 21. This map unit is “less suited” (0.05-0.5 rating) for gopher tortoises.

Adjacent Land Uses: The subject property is generally located within an increasingly developed setting, however, there are scattered forested areas where residences and businesses are not located. The subject property is bound on the north by Limit Avenue, a two-lane paved road with open drainage. The subject property is partially bound on the east by South US Highway 441, a four-lane paved road with open drainage. The remainder of the eastern limit is a continuation of forested area, as is the southern limit. The western limit is also a continuation of forested area, excluding a portion of commercial and residential property. Please refer to **Figure 2 in Appendix A.**

3.0 WETLAND ASSESSMENT

3.1 Methodology

Wetlands and other surface waters on the subject property are delineated in general accordance with the unified statewide wetland delineation methodology mandated in section 373.421, Florida Statutes, and as defined by chapter 62-340, Florida Administrative Code (F.A.C.), which is binding on the Florida Department of Environmental Protection (FDEP) for both state waters and 404 waters, the water management districts, local governments, and any other governmental entities. Specifically, the wetlands first will be identified by direct application of the definition of wetlands in subsection 62-340.200(19), Florida Administrative Code (F.A.C.) in accordance with subsection 62-340.300(1), Florida Administrative Code (F.A.C.). The identification and delineation of the direct application wetland then will be confirmed using the methodology specified in subsection 62-340.300(2), Florida Administrative Code (F.A.C.). The current soils, current dominant vegetation, and existing hydrologic indicators will be assessed.

On 14 May 2024, UES completed a wetland determination and delineation of the subject property. The wetland determination/delineation included a database/map review to determine the potential for wetlands, other surface waters, and other water features to be present on the subject property, and a field evaluation to observe current conditions of the subject property to determine if wetlands and/or other surface waters appear to be present in the subject property.

3.2 Results

3.2.1 Desktop Evaluation

According to the U.S. Fish and Wildlife Service's National Wetlands Inventory (NWI), there are no wetlands within the limits of the subject property (see **Figure 7 in Appendix A**). The Natural Resources Conservation Service (NRCS)-mapped soils maps the entire subject property with soils having a hydric rating of 21. The database/map review of the Florida Department of Environmental Protection's Map Direct online permit search and St. John's River Water Management District's online permit search found that there are no existing Environmental Resource Permits on the subject property.

3.2.2 Field Evaluation

Indicators of hydrology, as defined by 62-340.500, Florida Administrative Code (F.A.C.), were not present. The subject property did not contain hydric soils or riverwash, as identified using standard U.S.D.A.-S.C.S. practices for Florida. Wetland vegetation listed in the Vegetative Index of section 62-340.450, Florida Administrative Code (F.A.C.) as an obligate (OBL) species was not present. Wetland vegetation listed in the Vegetative Index of section 62-340.450, Florida Administrative Code (F.A.C.) as either an obligate (OBL) or facultative wetland (FACW) species was not greater than 80% of all plants in the stratum, excluding facultative plants. It is our professional opinion that wetlands, as defined by chapter 62-340, Florida Administrative Code (F.A.C.), are not present on the subject property.

3.3 Conclusions and Discussions

It is our professional opinion that there do not appear to be wetlands on the subject property. Final determinations on wetlands and wetland permits will be up to the regulating agencies.

3.3.1 U.S. Army Corps of Engineers (USACE)

The subject property is not in or adjacent to U.S. Army Corps of Engineers (USACE) retained waters. Since no impacts are to take place in retained waters, it is anticipated that the Clean Water Act or the Rivers and Harbors Act of 1899 permits will not be required for activities on this property.

3.3.2 Florida Department of Environmental Protection (FDEP)

The Florida Department of Environmental Protection (FDEP) assumed most Section 404 (Clean Water Act) permitting from the U.S. Army Corps of Engineers (USACE) on 22 December 2020. By rule, the FDEP assumes all wetlands delineated using the State Unified Methodology are Waters of the United States unless an applicant demonstrates otherwise. It is anticipated that a State-assumed 404 permit will not be

required for activities on this property since the property is not connected to or within 300 feet of federal waters.

3.3.3 St. John's River Water Management District (SJRWMD)

An Environmental Resource Permit will not be required from the St. John's River Water Management District.

4.0 THREATENED, ENDANGERED, AND IMPERILED SPECIES ASSESSMENT

4.1 Methodology

UES performed a general assessment of the subject property for federally protected plant and wildlife species, habitats, state-protected wildlife species, and/or their habitat. The general assessment is a two-tier process encompassing both a desktop evaluation of available information to determine what species have the potential to be present, and a field evaluation to assess the probability that the project site is providing suitable habitat for imperiled species. The results of the general assessment may be used to determine if more detailed or specific species surveys (i.e., formal surveys) are justified, and whether coordination or consultation with the Florida Fish and Wildlife Conservation Commission (FFWCC) and/or U.S. Fish and Wildlife Service (USFWS) is warranted.

4.1.1 Desktop Evaluation

In an effort to identify if threatened, endangered, or imperiled species have been documented or are likely to occur in the area of interest, UES reviewed published records for wildlife and plant species listed by the United States Fish and Wildlife Service (USFWS) and wildlife species listed by the Florida Fish and Wildlife Conservation Commission (FFWCC) including the following resources:

- The USFWS Information Planning and Consultation (IPaC) website, which is a project planning tool that streamlines the USFWS environmental review process;
- The USFWS consultation area and critical habitat maps;
- The National Marine Fisheries Service (NMFS) online Section 7 consultation tool, which is a project planning tool that streamlines the NMFS environmental review process;
- A proprietary spatial database compiled from FFWCC and/or Florida Natural Areas Inventory (FNAI) protected species range maps;
- The FFWCC Fish and Wildlife Research Institute (FWRI), Wildlife Observations GIS databases;
- USFWS wood stork colonies and core foraging areas maps;
- The Florida Cooperative Land Cover (CLC) Map, which is an ecologically-based statewide land cover map developed collaboratively by the Florida Fish and Wildlife Conservation Commission (FWC) and the Florida Natural Areas Inventory (FNAI);
- Available USFWS Eastern Indigo Snake Occurrence 2023 spatial dataset;
- The FFWCC and Florida Audubon EagleWatch bald eagle nest databases; and

- The Natural Resources Conservation Service's Web Soil Survey.

4.1.2 Field Evaluation

UES performed the general assessment for imperiled wildlife species and habitats in general accordance with the Florida Fish and Wildlife Conservation Commission (FWCC) guidelines for a preliminary general assessment of listed endangered, threatened, and or species of special concern wildlife, which covered at least 15% of each natural habitat on the site and includes periods of quiet observation. Observed wildlife and indicators of usage by imperiled species were noted, as applicable.

4.2 Results

4.2.1 Desktop Evaluation

Mapped Land Cover: The Cooperative Land Cover (CLC), version 3.7, maps the land use/ land cover on the subject property as approximately seventy-four percent (74%) Mixed Hardwood-Coniferous (FLCS 1400), sixteen percent (16%) Commercial and Services (FLCS 18223) and ten percent (10%) Shrub and Brushland (FLCS 1500).

Federal-Listed Species: Based on the U.S. Fish and Wildlife Service's Information for Planning and Consultation (IPaC), thirteen (13) species listed as protected or candidate species in the Endangered Species Act of 1973 (16 U.S.C. ch. 35 § 1531 et seq.) and fourteen (14) birds protected by the Migratory Bird Treaty Act of 1918 and/or Bald and Golden Eagle Protection Act of 1940 potentially may be affected by activities on the subject property. IPaC indicates that there are no critical habitats at this location. Please refer to **Appendix D** for the complete IPaC Resource List.

Based on the National Oceanic and Atmospheric Administration Fisheries Southeast Region's online Endangered Species Act (ESA) Section 7 Mapper, there are no marine species listed as protected or candidate species in the Endangered Species Act of 1973. Please refer to **Appendix E** for a printout of the NOAA ESA Mapper results.

The subject property is located within United States Fish and Wildlife Service's Consultation Areas for the Everglade snail kite, the Florida burrowing owl, the Florida scrub-jay, the sand skink, and Lake Wales Ridge plants.

State-Listed Wildlife Species: The subject property is located within the range of the following nine (9) wildlife species listed by the Florida Fish and Wildlife Conservation Commission as Threatened: bluenose shiner (*Pteronotropis welaka*), Florida burrowing owl (*Athene cunicularia floridana*), Florida pine snake (*Pituophis melanoleucus mugitus*), Florida sandhill crane (*Grus canadensis pratensis*), gopher tortoise (*Gopherus polyphemus*), little blue heron (*Egretta caerulea*), short-tailed snake (*Stilosoma extenuatum*), southeastern American kestrel (*Falco sparverius paulus*) and tricolored heron (*Egretta tricolor*).

4.2.2 Field Evaluation

On 14 May 2024, UES ecological consultant, Kelsey Helseth, conducted a field evaluation of the subject property to identify imperiled species that may utilize or reside on the subject property and to evaluate the suitability of onsite habitats for listed species. Weather conditions during this field assessment were overcast with temperatures ranging from the low to mid-80s degrees Fahrenheit.

A series of 20-foot-wide belt transects were walked. In total, approximately 40% of the subject property was surveyed in this manner.

The northern portion of the subject property that contains residential and commercial areas with paved areas, generally lacks a canopy and is dominated by bahia grass (*Paspalum notatum*) mixed with other various grasses that appear to be regularly mowed. The northern edge of the forested area is dominated by goldenrain trees (*Koelreuteria bipinnata*) at the canopy, understory, and ground cover levels. Moving further into the forested area there is a dominance of oak trees (*Quercus sp.*) with an occasional goldenrain tree (*Koelreuteria bipinnata*), pine (*Pinus sp.*) or cabbage palm (*Sabal palmetto*). Where oak leaves and pine needles are not dense, the understory contains scattered Carolina cherry laurel (*Prunus caroliniana*), and coral ardisia (*Ardisia crenata*), with occasional clumps of saw palmetto (*Serenoa repens*) and an occasional Brazilian pepper (*Schinus terebinthifolia*). Grapevine (*Vitis rotundifolia*), air potato vine (*Dioscorea bulbifera*), and Virginia creeper (*Parthenocissus quinquefolia*) are present climbing the canopy in several areas. Sword fern (*Nephrolepis sp.*) is present in several areas. The southwest stretch of the subject property contains a sparse canopy of oak trees (*Quercus sp.*) and pine trees (*Pinus sp.*) with abundant saw palmetto (*Serenoa repens*) and occasional fetterbush (*Lyonia lucida*). Reindeer moss (*Cladonia sp.*) is present where dense vegetation is not present.

Existing Land Cover: The subject property currently contains three land uses/covers. The land covers and/or uses described in this report are based on the Florida Fish and Wildlife Conservation Commission's Florida Land Cover Classification System (FLCS), September 2018. Please refer to **Figure 6 in Appendix A**. The general land use/cover descriptions are as follows:

- **Mixed Hardwood-Coniferous (FLCS 1400) – 74% of subject property**
Mix of hardwood and coniferous trees where neither is dominant.
- **Commercial and Services (FLCS 18223) – 16% of subject property**
Commercial areas are predominantly associated with the distribution of products and services. This category is composed of a large number of individual types of commercial land uses which often occur in complex mixtures.
- **Shrub and Brushland (FLCS 1500) – 10% of subject property**
This association includes a variety of situations where natural upland community types have been recently disturbed through clear-cutting commercial pinelands, land clearing, or fire, and are recovering through natural successional processes. This type could be characterized as an early condition of old-field succession, and various shrubs, tree saplings, and lesser amounts of grasses

and herbs dominate the community. Common species include wax myrtle, saltbush, sumac, elderberry, saw palmetto, blackberry, gallberry, fetterbush, staggerbush, broomsedge, dog fennel, together with oak, pine and other tree seedlings or saplings.

Imperiled Species Observations: Imperiled species or direct evidence of were not observed on the subject property.

Suitable Imperiled Species Habitat: The subject property does contain potentially suitable habitat for chimney swifts, eastern indigo snakes, Florida burrowing owls, gopher tortoises, painted buntings, and red-headed woodpeckers.

Other Wildlife Observations: Observations of wildlife included various bird species, such as, tufted titmouse (*Baeolophus bicolor*), blue-gray gnatcatcher (*Polioptila caerulea*), Carolina wren (*Thryothorus ludovicianus*), northern cardinal (*Cardinalis cardinalis*), and a red-shouldered hawk (*Buteo lineatus*). Several butterflies were observed on site, including common buckeyes (*Junonia coenia*) and a zebra longwing (*Heliconius charithonia*). Several brown anoles (*Anolis sagrei*) and a toad (*Anaxyrus sp.*) were also observed on site.

4.3 Discussion and Recommendations

In general terms, it is illegal to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect federal or state protected species or their nests or eggs. Incidental take is an unintentional, but not unexpected, taking of a protected species or their nests or eggs. The term “harm” in the definition of take means an act which actually kills or injures fish or wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. The term “harass” in the definition of take means an intentional or negligent act or omission which creates the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavioral patterns which include, but are not limited to, breeding, feeding, or sheltering.

As discussed above, while the U.S. Fish and Wildlife Service (USFWS) Information Planning and Consultation (IPaC) website indicates that there is the potential for thirteen (13) species listed as protected or candidate species in the Endangered Species Act of 1973 (16 U.S.C. ch. 35 § 1531 et seq.) and fourteen (14) birds protected by the Migratory Bird Treaty Act of 1918 and/or Bald and Golden Eagle Protection Act of 1940, and the Florida Fish and Wildlife Conservation Commission (FFWCC) indicates that there is the potential for nine (9) state-protected wildlife species to be affected by activities on the subject property, imperiled species were not observed on the subject property during our field evaluation. Although no imperiled species were observed on site during the field evaluation, the subject property does contain potentially suitable habitat for chimney swifts, eastern indigo snakes, Florida burrowing owls, gopher tortoises, painted buntings, and red-headed woodpeckers.

Please refer to **Appendix C** for the Preliminary Effect Determinations for federally listed animal and plant species that have the potential to be affected by activities on the subject property and Preliminary Impact Determinations for the state listed species that occur in Lake County.

Following are brief discussions for those species that appear to or may require additional actions for a final determination of effect or impact.

Eastern Indigo Snake: The eastern indigo snake is federally listed as Threatened. Even though not commonly seen, eastern indigo snakes may be found throughout peninsular Florida in all terrestrial habitats and hydric hammocks which have not suffered high-density urban development. The indigo snake relies on the presence of thermal refugia to protect itself from extreme temperatures. While gopher tortoise burrows are the most common refugia used by the indigo snake, they also use mammal burrows, hollow trees and fallen logs, and other cavities, as available. A 22 November 2019 guidance email from Larry Williams, State Supervisor for Ecological Services for the U.S. Fish and Wildlife Service states that there is a presumption of presence of eastern indigo snakes within 1.7 miles of a documented occurrence north of the frostline. The March 2023 U.S. Fish and Wildlife Service EIS_Sightings_FL_1936_202303 spatial dataset, the latest available from the Service, indicates that there are no documented occurrences of an eastern indigo snake within the 1.7-mile home range buffer. Therefore, there is not a presumption of eastern indigo snake presence on the subject property.

Based on the consultation key for the eastern indigo snake for the counties served by the North Florida office of the U.S. Fish and Wildlife Service Florida Ecological Service Field Office, dated 13 August 2013, if there are no gopher tortoise burrows, holes, cavities, or other refugia where a snake could be buried or trapped and injured during project activities, and the Standard Protection Measures For The Eastern Indigo Snake (see **Appendix H**) are implemented, the activities are “Not Likely to Adversely Affect” the eastern indigo snake.

Recommendations: Implement the Standard Protection Measures for the Eastern Indigo Snake, dated 23 March 2021.

Gopher Tortoise: The gopher tortoise, listed as threatened by the Florida Fish and Wildlife Conservation Commission (FWC), is a burrowing tortoise that occurs throughout Florida. It prefers deep, well-drained sandy soils with sparse tree canopy and abundant low growing vegetation. The Natural Resources Conservation Service (NRCS) rates the suitability of soils for gopher tortoise burrow excavation, maintenance, and preservation based on soil texture, percent coarse fragments, depth to a restrictive layer or layer with greater than or equal to 35% clay, ponding or flooding frequency, slope, and depth to seasonal high-water table.

While this species was not observed on the subject property, the subject property does contain suitable soils for gopher tortoise burrows. The NRCS mapped 100.0% of the soils on the subject property as “less suited” for gopher tortoise burrows. Please refer to **Figure 8 in Appendix A** and the Custom Soils Report in **Appendix G**. The Florida Fish and Wildlife Conservation Commission’s current guideline for the gopher

tortoise, recommends a 100% gopher tortoise burrow survey of all suitable gopher tortoise habitat no more than 90 days before the start of construction, including equipment staging and land clearing. The tortoises of any burrows within 25 feet of proposed land alterations that do not have unrestricted access to remaining suitable forage area beyond the 25-foot buffer must be relocated.

Recommendations: It is recommended that a 100% gopher tortoise burrow survey be conducted in accordance with the Florida Fish and Wildlife Conservation Commission guidelines in effect at the time. It is recommended that the survey be conducted approximately 80-90 days prior to initiating any clearing/land alteration activities, including staging of equipment or stockpiling of materials. It also is recommended that if burrows are found during the pre-construction burrow survey that the tortoises from the burrows located within 25 feet of the proposed site development activities be relocated to an appropriate offsite recipient site prior to the start of construction.

Florida Burrowing Owl: The Florida burrowing owl is a small, ground-dwelling bird with long legs that lives in open, treeless areas. The burrowing owl has brown dorsal feathers with patches of white spots, and a white underside with brown bar-shaped spots, which help it to blend into its surroundings. It also has noticeable large yellow eyes and a white chin. It occurs throughout the state and inhabits sparsely vegetated, sandy areas including prairies, sandhills, pastures, agricultural fields and vacant lots. Nesting occurs in burrows in the ground that they either dig or burrow from another species. These burrows are maintained and used in subsequent years.

In accordance with the current Species Conservation Measures and Permitting Guidelines for the Florida Burrowing Owl from the Florida Fish and Wildlife Conservation Commission (FWCC) projects may avoid incidental take of burrowing owls by:

- Avoiding acts that can kill or injure burrowing owls or eggs, and
- Maintaining at least a 10-foot buffer during the non-breeding season (July 11-February 14) and at least a 33-foot buffer during the breeding season (February 15-July 10) around the entrance of Potentially Occupied burrows (Please note: for projects started during the non-breeding season that unexpectedly extend into the breeding season, contact the FWC regarding permitting options), and
- Ensuring that the project does not cause significant habitat modification through the loss of greater than 50% of the total foraging habitat within a 1,970-foot radius circle around a Potentially Occupied burrow. Activities that may cause significant habitat modification include, but are not limited to, clearing, grading, paving, bulldozing, digging, building construction, and site preparation for development.

Pre-activity (pre-clearing or pre-construction) surveys are recommended in the active part of the project site (e.g., the area scheduled for clearing/grading) within 48 hours of project activities to identify burrows that may have been established after project planning surveys and to ensure no active nests (burrows with eggs or flightless young) are present. Pre-activity surveys are not necessary if project planning surveys did not detect burrows.

While this species was not observed on the subject property, it does appear there are 3 (three) documented occurrences within 5 kilometers of the subject property (5 kilometers being the maximum documented dispersal range of young owls establishing new territories), and there are suitable soils for burrowing owls on the subject property. Please refer to **Figure 9** in **Appendix A** and the Custom Soils Report in **Appendix G**. The soil requirements for burrowing owls are similar to that of gopher tortoises, in that the soil characteristics such as texture, percent coarse fragments, depth to a restrictive layer or layer with greater than or equal to 35% clay, ponding or flooding frequency, slope, and depth to seasonal high-water table are indicators of the suitability of the soils for burrow excavation, maintenance, and preservation. As with the gopher tortoise, approximately 100.0% of the NRCS-mapped soils on the subject property appear to be “less suited” for burrowing owls, however, the only portion of the subject property with suitable treeless habitat is the open field in the northwesternmost corner of the property.

Recommendations: Because the soils are suitable for burrowing owls, UES recommends that a 100% burrowing owl burrow survey be conducted of the open field within 48 hours prior to the planned/scheduled start of construction, including mobilization and site preparation in accordance with the survey methodology specified in the current Species Conservation Measures and Permitting Guidelines for the Florida Burrowing Owl. If owl burrows are observed, an Incidental Take Permit from the Florida Fish and Wildlife Conservation Commission (FFWCC) to excavate and to collapse the burrows. Please note that burrows may not be collapsed while eggs or flightless young are present.

Chimney Swift: The chimney swift is protected by the Migratory Bird Treaty Act of 1918 (MBTA). The existing house on the subject property includes a chimney which could provide suitable habitat for the chimney swift.

Recommendations: It is recommended that prior to the demolition of this structure that the chimney be inspected for chimney swifts. If swifts are present, consult with the United States Fish and Wildlife Service (USFWS) to determine if excluding devices (i.e., capping chimney, hardware cloth, etc.) may be used to preclude swifts from using the chimney. If swifts are present during the breeding season, which typically runs from mid-March through the end of August, demolition must be halted until all eggs have hatched and young have fledged.

Red-Headed Woodpecker: The red-headed woodpecker, also protected under the Migratory Bird Treaty Act of 1918, is a mid-sized woodpecker with a black back and tail, a white belly and rump, and a red head and neck. The primary habitats used by red-headed woodpeckers include oak (*Quercus* spp.) savannas and mature open bottomland forests, upland forests, woodlots, shelterbelts along agricultural fields, residential areas, golf courses, and other habitats containing mature open hardwoods with snags or trees with dead limbs, showing a preference for mature open canopy forests with large trees, a high basal area, and little understory. Red-headed woodpeckers typically nest from approximately mid-May to mid-September. The subject property currently provides suitable habitat for the red-headed woodpecker.

Recommendations: It is recommended that tree clearing and/or trimming be limited to the non-breeding period from mid-September to early-May. If tree clearing and/or trimming is proposed during breeding

season, it is recommended that a cavity survey of the tree or trees to be cleared or trimmed be conducted prior to commencing such activities to determine if nesting red-headed woodpeckers or their eggs and/or flightless young are present in the subject tree or trees.

Painted Bunting: The painted bunting, also protected under the Migratory Bird Treaty Act of 1918, is a brightly plumaged bird of the cardinal family. It inhabits partly open area with scattered brush and trees, riparian thickets and brush, weedy and shrubby areas, woodland edges, and yards and gardens in the southern U.S. They nest in bushes or vine tangles, usually three to six feet off the ground, although occasionally at greater heights in trees thick with Spanish moss (*Tillandsia usneoides*). They typically nest from approximately 25 April to 15 August. The subject property currently provides suitable habitat for the red-headed woodpecker.

Recommendations: It is recommended that vegetation removal including trimming and clearing be restricted to the non-breeding season for painted buntings (mid-August to late-April). If vegetation trimming/clearing cannot be limited to the non-breeding season, it is recommended that nest surveys be conducted immediately prior to initiating trimming/clearing activities to verify if migratory bird nests are present in the vegetation to be trimmed/cleared. Note that if the nest survey indicates migratory bird nests are present, trimming/clearing must be delayed until the eggs have hatched and the flightless young have left the nest.

5.0 SUMMARY

Wetlands Assessment:

It is our professional opinion that there do not appear to be wetlands on the subject property. Final determinations on wetlands and wetland permits will be up to the regulating agencies.

Imperiled Species Assessment:

While there is the potential for thirteen (13) species listed as protected or candidate species in the Endangered Species Act of 1973 (16 U.S.C. ch. 35 § 1531 et seq.), fourteen (14) birds protected by the Migratory Bird Treaty Act of 1918 and/or Bald and Golden Eagle Protection Act of 1940, and nine (9) state-protected wildlife species, to potentially be affected by activities on the subject property, no imperiled species were observed on the subject property during our field evaluation. Although no imperiled species were observed on site during the field evaluation, the subject property does contain potentially suitable habitat for chimney swifts, eastern indigo snakes, Florida burrowing owls, gopher tortoises, painted buntings, and red-headed woodpeckers.

Please refer to **Appendix C** for the Preliminary Effect Determinations for federally listed animal and plant species that have the potential to be affected by activities on the subject property and Preliminary Impact Determinations for the state listed species that occur in Lake County. Note that Appendix C can be submitted to the Florida Fish and Wildlife Conservation Commission (FFWCC) and/or the U.S. Fish and

Wildlife Service (USFWS) if you would like their concurrence of our preliminary determinations. UES can provide a proposal to submit the concurrence requests upon request.

6.0 RECOMMENDATIONS/ACTION ITEMS

Based on this preliminary assessment, UES recommends the following action items once a conceptual site development plan is developed:

Imperiled Species:

- ___ As soon as is practicable, inspect the chimney or chimneys of the existing house for chimney swifts and/or evidence of their use (i.e. droppings, carcasses, etc.). If chimney swifts are present or evidenced, consult with the United States Fish and Wildlife Service (USFWS) Migratory Bird Program office regarding possible impacts and guidelines/ recommendations including suitable measures for excluding swifts prior to demolition or alteration of the structure.
- ___ Implement the attached Standard Protection Measures for the Eastern Indigo Snake, dated 23 March 2021 (see **Appendix I**).
- ___ At least 30 days prior to any clearing/land alteration activities, the applicant shall notify the appropriate North Florida Ecological Services Office of the United States Fish and Wildlife Service (USFWS) via e-mail at jaxregs@fws.gov that the Standard Protection Measures for the Eastern Indigo Snake will be implemented as prescribed by the USFWS.
- ___ Approximately eighty (80) to ninety (90) days before the start of construction, including land clearing and equipment/materials stockpiling, conduct a 100% gopher tortoise burrow survey of suitable gopher tortoise habitat in accordance with the Florida Fish and Wildlife Conservation Commission guidelines in effect at the time. If gopher tortoise burrows are observed, permit and have a licensed gopher tortoise agent relocate the tortoises in accordance with the Florida Fish and Wildlife Conservation Commission guidelines in effect at the time, prior to initiating clearing/land alteration activities, including staging of equipment or stockpiling of materials.
- ___ Implement the attached United States Fish and Wildlife Service (USFWS) Nationwide Standard Conservation Measures (see **Appendix H**).
- ___ Restrict trimming and/or clearing of woody vegetation on the subject property to mid-August to mid-April (i.e., the non-nesting season for the painted bunting). If trimming and/or clearing of woody vegetation cannot be limited to the non-nesting season, conduct a nest survey immediately before clearing. If painted bunting nests are observed, contact the Migratory Bird Program within the Florida Ecological Services Office of the United States Fish and Wildlife Service (USFWS) to determine specific buffer and work stop requirements.

- ___ Limit tree clearing and/or trimming activities to the non-breeding season for the red-headed woodpecker (i.e., mid-September to early-May). If tree clearing and/or trimming is proposed during breeding season, it is recommended that a cavity survey of the tree or trees to be cleared or trimmed be conducted prior to commencing such activities to determine if nesting red-headed woodpeckers or their eggs and/or flightless young are present in the subject tree or trees.
- ___ Within 48 hours prior to the planned/scheduled start of construction, including mobilization and site preparation, conduct a 100% burrowing owl burrow survey to ensure no active burrowing owl nests are present.

UES can provide proposals for these action items upon request.

7.0 LIMITATIONS

The preliminary effect/impact determinations stated in this report are UES's professional opinions of the degrees of effect that activities on the subject property are likely to have on federally protected plant and wildlife species, state-protected wildlife species, and their habitat, based on our interpretation of the rules and our understanding of the ecology of the species listed. Final determinations of degree of effect/impact can only be made by the relevant wildlife and/or regulatory agencies or departments. **Appendix C** can be submitted to the Florida Fish and Wildlife Conservation Commission (FFWCC) and/or the U.S. Fish and Wildlife Service (USFWS) if you would like their concurrence of UES's preliminary determinations. UES can provide a proposal to submit the concurrence requests upon request.

This preliminary assessment is based on the property boundaries as defined by the Lake County Property Appraiser's GIS (geographical information system) parcel shapefile. Reasonable care was used in the field to correlate the Property Appraiser's GIS (geographical information system) parcel boundaries to fences, roads, and other physical indicators of boundary. Universal Engineering Sciences accepts no responsibility for the accuracy of the Property Appraiser's boundary of the property.

This preliminary assessment represents the results of our review on the date indicated. Universal Engineering Sciences accepts no responsibility for recruitment/movement of imperiled species to/within the site after the dates of this assessment. Universal Engineering Sciences accepts no responsibility for species or indicators thereof not within the surveyed area. The U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FFWCC), and/or other applicable state and/or local government agencies may request additional assessments and/or species-specific surveys at any time.

Universal Engineering Sciences is pleased to provide this preliminary natural resource assessment report for the subject property. If there are any comments and/or questions regarding this report, please contact the undersigned.

Respectfully,

UNIVERSAL ENGINEERING SCIENCES



Kelsey Helseth, MS
Ecological Consultant
khelseth@teamues.com

APPENDIX A

Figures



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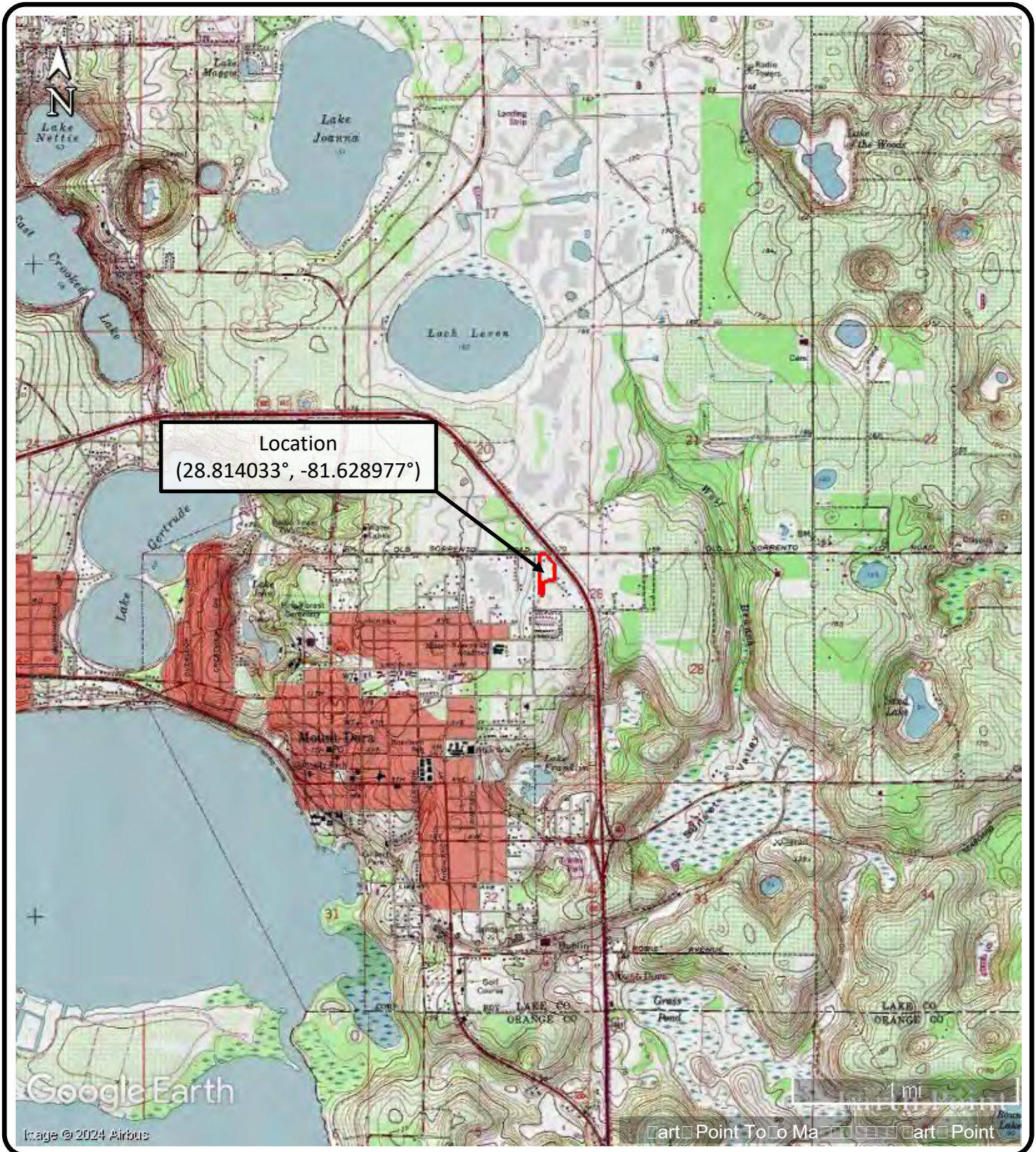


FIGURE 1 – LOCATION
 Limit Avenue Project
 SWC Limit Ave & S US Hwy 441
 Mt Dora, Lake County, Florida

Preliminary Natural Resource Assessment

DATE:	DRAWN BY:	REPORT NO.:
SCALE:	PROJECT NO.:	

LEGEND

■ Site Location



	FIGURE 2 – LANDSCAPE		
	Limit Avenue Project		
	SWC Limit Ave & S US Hwy 441		
	Mt Dora, Lake County, Florida		
Preliminary Natural Resource Assessment			
DATE:		DRAWN BY:	REPORT NO.:
SCALE:		PROJECT NO:	

LEGEND
 Subject Property

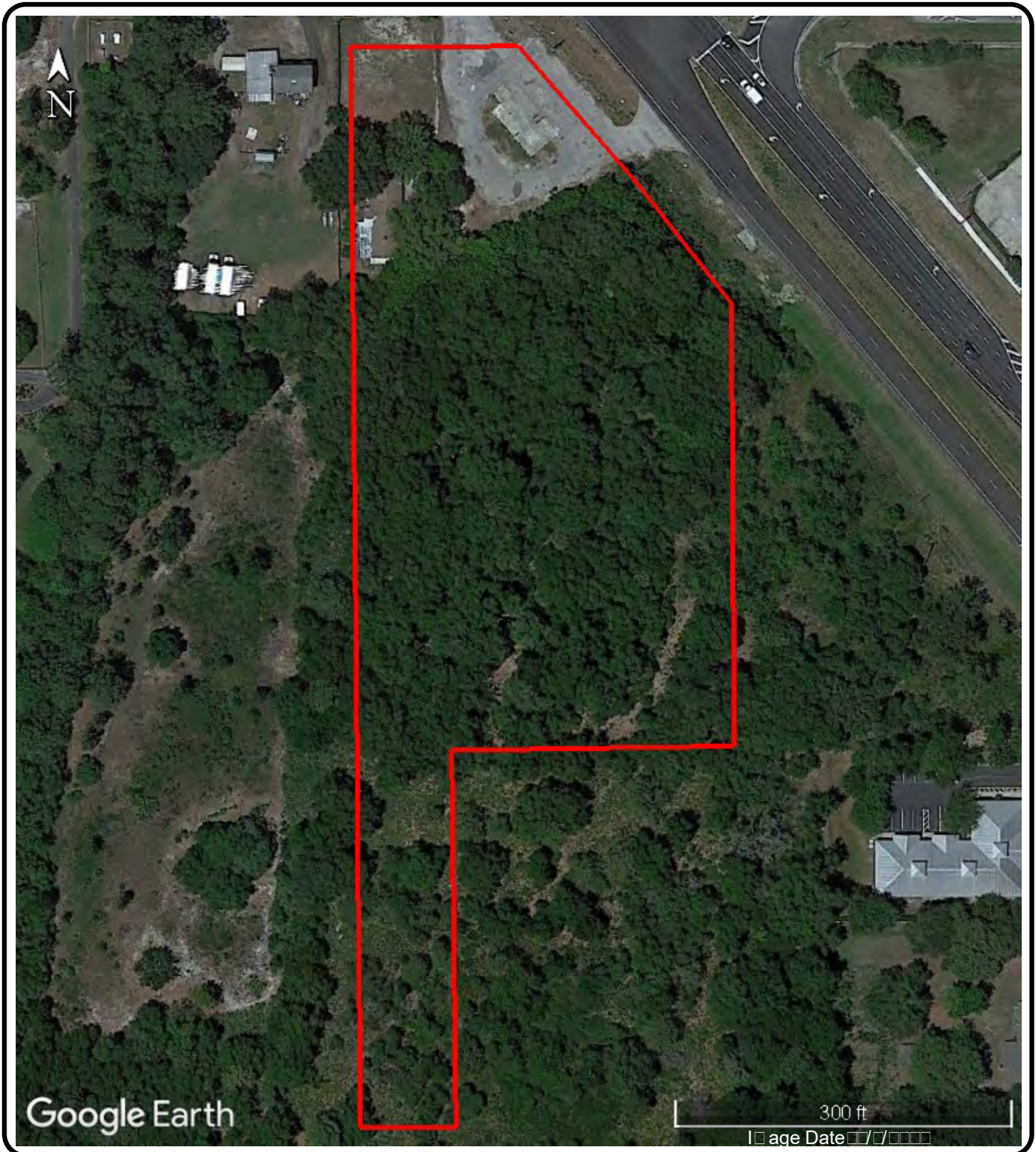


FIGURE 3 – AERIAL
Limit Avenue Project
SWC Limit Ave & S US Hwy 441
Mt Dora, Lake County, Florida

Preliminary Natural Resource Assessment

DATE:	DRAWN BY:	REPORT NO.:
SCALE:	PROJECT NO:	

LEGEND

Subject Property



FIGURE 4 – LIDAR CONTOURS
Limit Avenue Project
SWC Limit Ave & S US Hwy 441
Mt Dora, Lake County, Florida

LEGEND

Subject Property

Preliminary Natural Resource Assessment

DATE:	DRAWN BY:	REPORT NO.:
SCALE:	PROJECT NO:	



ATTACHMENT #2

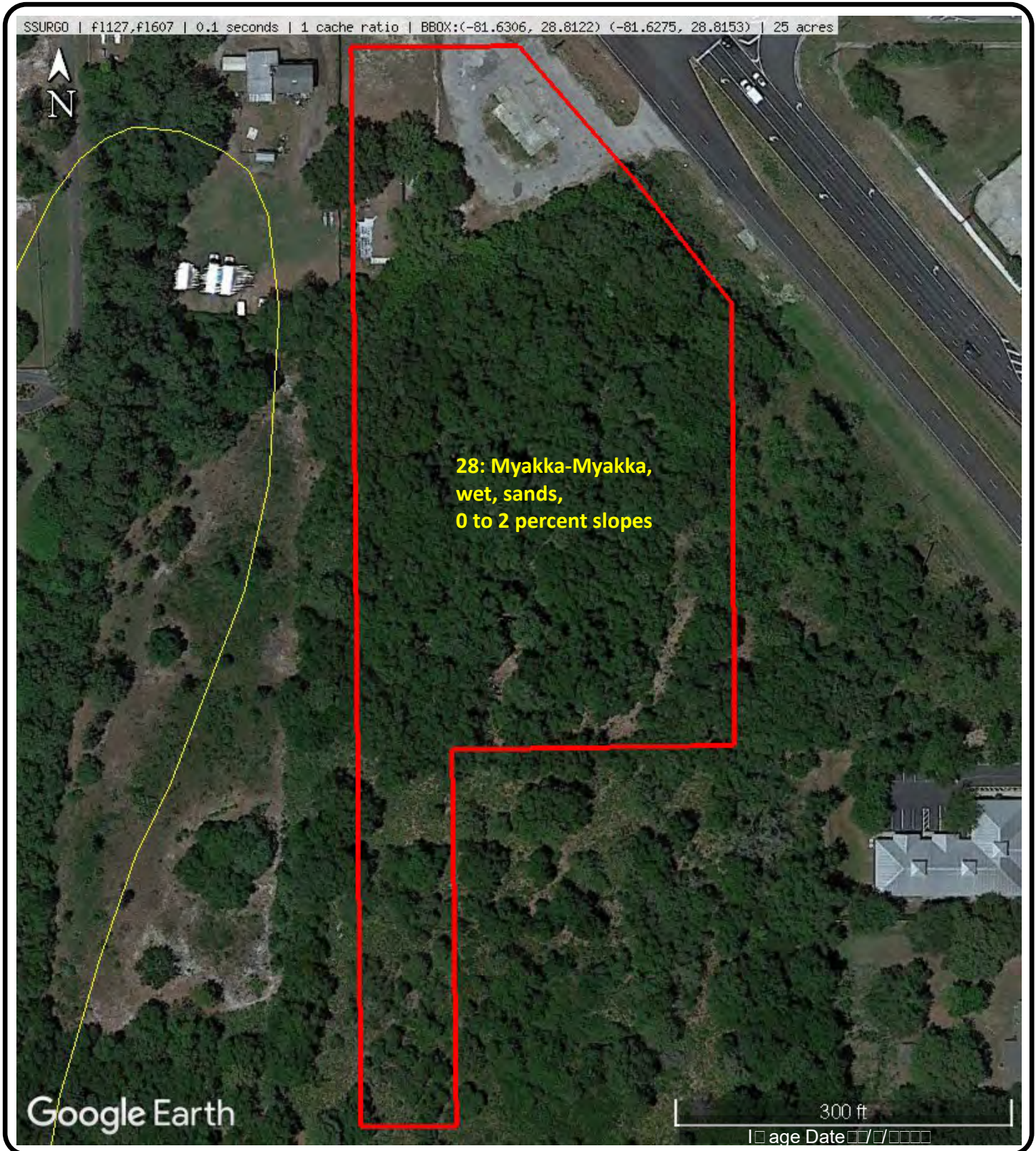


	FIGURE 5 – NRCS-MAPPED SOILS			LEGEND  Subject Property
	Limit Avenue Project			
	SWC Limit Ave & S US Hwy 441			
	Mt Dora, Lake County, Florida			
	Preliminary Natural Resource Assessment			
	DATE:	DRAWN BY:	REPORT NO.:	
	SCALE:	PROJECT NO:		

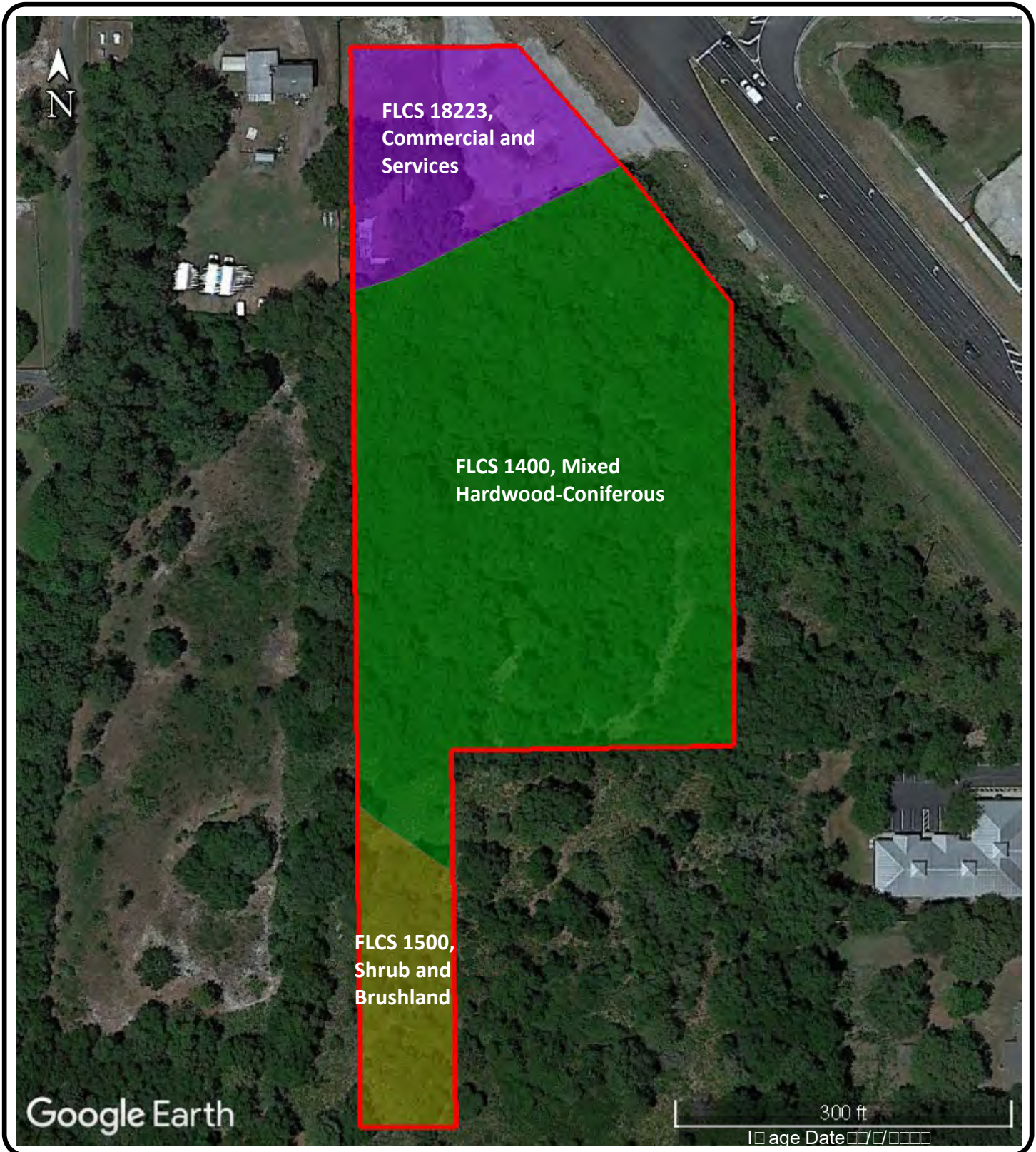


	FIGURE 6 – LAND USE/LAND COVER Limit Avenue Project SWC Limit Ave & S US Hwy 441 Mt Dora, Lake County, Florida			LEGEND  Subject Project
	Preliminary Natural Resource Assessment			
	DATE: / /	DRAWN BY:	REPORT NO.:	
	SCALE: S S O	PROJECT NO:		

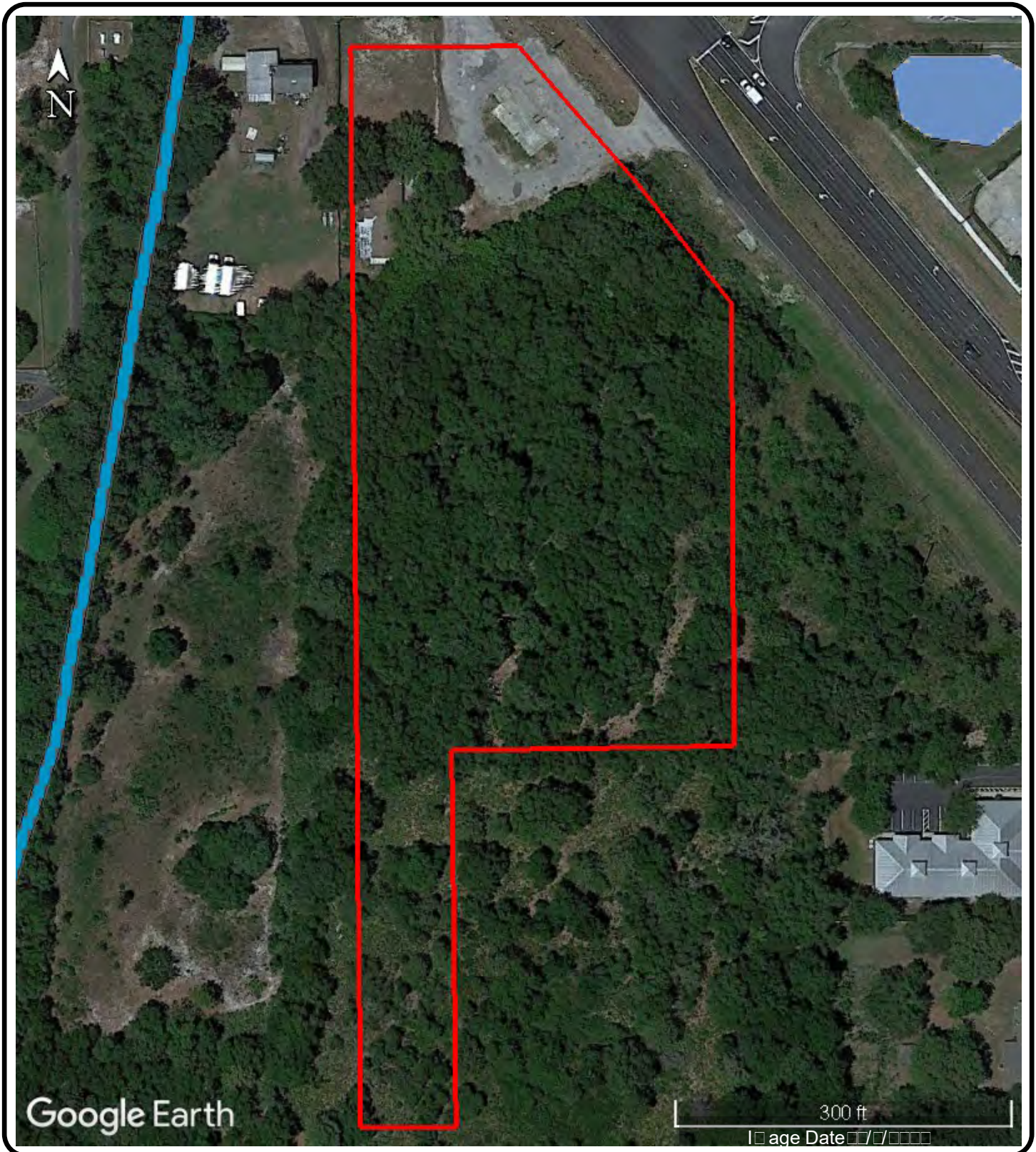


FIGURE 7 – NWI WETLANDS MAP
Limit Avenue Project
SWC Limit Ave & S US Hwy 441
Mt Dora, Lake County, Florida

Preliminary Natural Resource Assessment

DATE: / /	DRAWN BY:	REPORT NO.:
SCALE: S O	PROJECT NO:	

LEGEND

Subject Property



	FIGURE 8 – GOPHER TORTOISE SUITABILITY		
	Limit Avenue Project		
	SWC Limit Ave & S US Hwy 441		
	Mt Dora, Lake County, Florida		
Preliminary Natural Resource Assessment			
DATE:		DRAWN BY:	REPORT NO.:
SCALE:		PROJECT NO:	

LEGEND

Subject Property

Less Suitable Soils

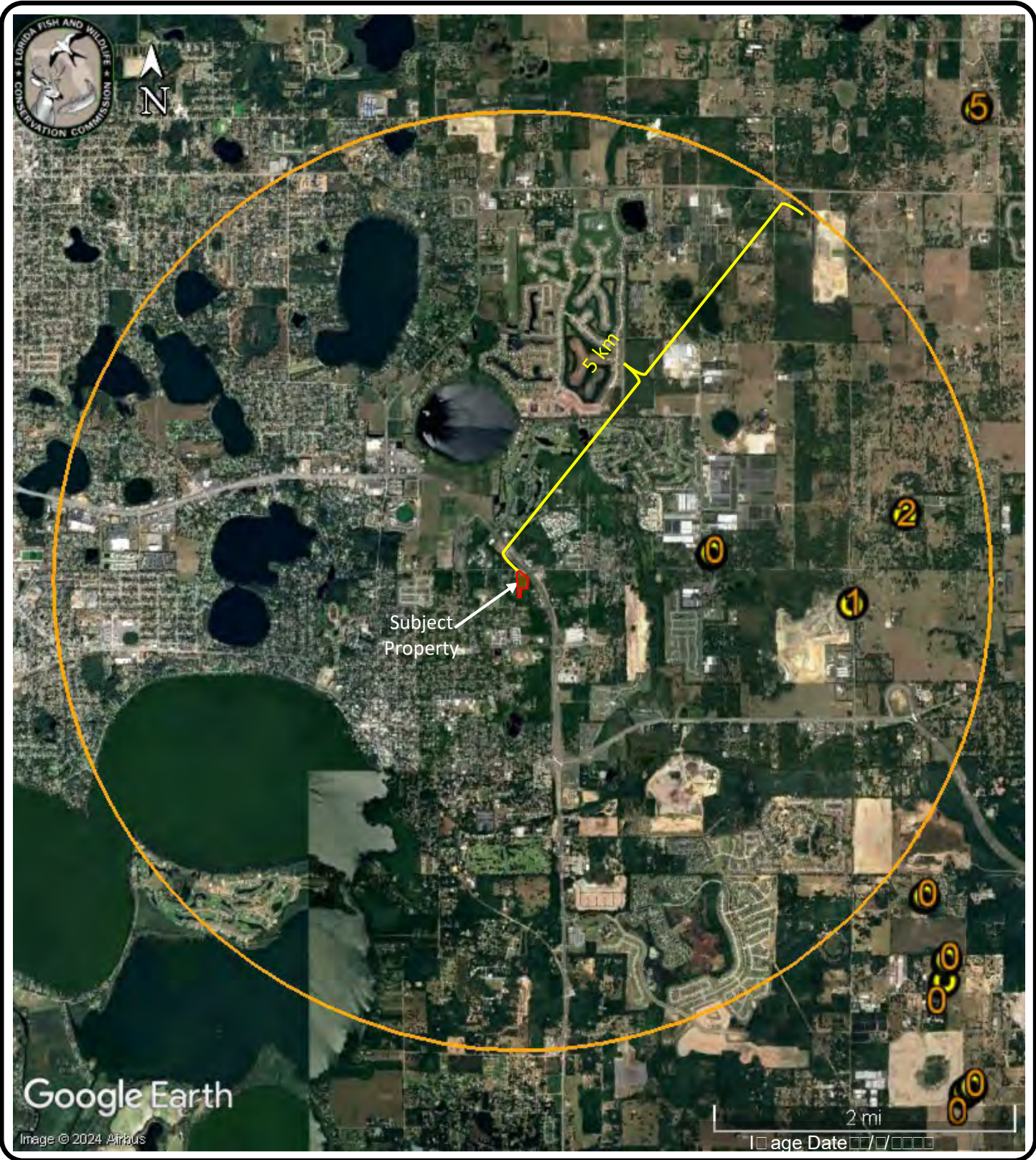


FIGURE 9 – BURROWING OWL OCCURRENCES
Limit Avenue Project
SWC Limit Ave & S US Hwy 441
Mt Dora, Lake County, Florida

Preliminary Natural Resource Assessment

DATE: / /	DRAWN BY: M	REPORT NO.:
SCALE: S S O	PROJECT NO:	

LEGEND

- Subject Property
- Burrowing Owl or Burrow Occurrence
- Number of occurrences observed at site shown in orange numbers



APPENDIX B

Site Photography



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Photograph No. 1: Representative view of forested portion of subject property.



Photograph No. 2: View of paved commercial portion of subject property.

SITE PHOTOGRAPHS



Photograph No. 3: View of residential portion of subject property.



Photograph No. 4: View of forest edge dominated by goldenrain trees.

SITE PHOTOGRAPHS



Photograph No. 5: Representative view of forested area dominated by an oak canopy.



Photograph No. 6: Representative view of southwest stretch of subject property, dominated by saw palmetto.

SITE PHOTOGRAPHS



Photograph No. 7: Representative view of saw palmetto with sparse canopy.



Photograph No. 8: Unfinished block building within forested area.

SITE PHOTOGRAPHS



Photograph No. 9: Representative view of forested area with sword fern ground cover.



Photograph No. 10: View of open grass field that provides potential burrowing owl habitat.

SITE PHOTOGRAPHS

APPENDIX C

Preliminary Degree of Effect Evaluation



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ATTACHMENT #2

PRELIMINARY PROTECTED SPECIES EVALUATION

(Limit Avenue, Mt. Dora, Florida)

FE = Federally Endangered; FT = Federally Threatened; FC = Candidate for Federal Listing; FSAT = Federal Similarity of Appearance (Threatened);
SE = State Endangered; ST = State Threatened; MBTA = Migratory Bird Treaty Act of 1918; BGEPA = Bald and Golden Eagle Protection Act

Name (Scientific Name)	Protection Status	In Special Area	Occurrence Potential	Preliminary Effect/Impact Determination	Rationale
MAMMALS					
Tricolored Bat (<i>Perimyotis subflavus</i>)	FC	No	Low	No Effect	*Per IPaC, species should only be considered if the project includes wind turbine operations*
BIRDS					
Bachman's Sparrow (<i>Aimophila aestivalis</i>)	MBTA	No	Low	No Effect	Suitable well-developed grass and herb layer with limited shrub and hardwood midstory component habitat not present. [See attached Nationwide Standard Conservation Measures in Appendix D.]
Bald Eagle (<i>Haliaeetus leucocephalus</i>)	MBTA	No	Low	No Effect	Suitable nesting habitat not present. No documented nests within 1,188 feet of subject property.
Black Skimmer (<i>Rynchops niger</i>)	MBTA	No	Low	No Effect	Viable open water aquatic habitat not present. [See attached Nationwide Standard Conservation Measures in Appendix D.]
Chimney Swift (<i>Chaetura pelagica</i>)	MBTA	No	Low	May Effect	Chimney present. [See attached Nationwide Standard Conservation Measures in Appendix D.] Recommend inspecting chimney for evidence of chimney swifts; consult with USFWS if present.
Eastern Black Rail (<i>Laterallus jamaicensis ssp jamaicensis</i>)	FT	No	Low	No Effect	Marsh habitat not present.
Everglade Snail Kite (<i>Rostrhamus sociabilis plumbeus</i>)	FE	Within USFWS Consultation Area	Low	No Effect	Suitable habitat not present.
Florida Burrowing Owl (<i>Athene cunicularia floridana</i>)	ST	Three documented occurrences within 5km	Low	Conditional No Impact	None observed. Suitable habitat present in the form of a mowed lot towards the northern limit. Three documented occurrences within 5 kilometers of subject property. Recommend a 100% burrow survey no more than 48 hours before start of land clearing.
Florida Sandhill Crane (<i>Grus canadensis pratensis</i>)	ST	No	Low	No Impact	None observed. Wetland habitat not present. Incidental upland foraging not adversely affected.
Florida Scrub-Jay (<i>Aphelocoma coerulescens</i>)	FT	Within USFWS Consultation Area	Low	No Effect	Suitable 2-4 meter tall xeric oak or similar habitat not present.
Great Blue Heron (<i>Ardea herodias occidentalis</i>)	MBTA	No	Low	No Impact	None observed. Wetland habitat not present. Incidental upland foraging not adversely affected.
King Rail (<i>Rallus elegans</i>)	MBTA	No	Low	No Effect	Marsh habitat not present.
Least Tern (<i>Sterna antillarum</i>)	MBTA	No	Low	No Impact	Coastal/saline and bare sand/fine gravel habitat not present.
Lesser Yellowlegs (<i>Tringa flavipes</i>)	MBTA	No	Low	No Effect	Suitable habitat not present.
Little Blue Heron (<i>Egretta caerulea</i>)	ST	No	Low	No Impact	None observed. Wetland habitat not present. Incidental upland foraging not adversely affected.
Painted Bunting (<i>Passerina ciris</i>)	MBTA	No	Moderate	Conditional Not Likely to Adversely Impact	Suitable habitat present. [See attached Nationwide Standard Conservation Measures in Appendix D.] Recommend limiting the trimming and/or removal of vegetation to mid-August to mid-April (i.e., outside of nesting season).

ATTACHMENT #2

PRELIMINARY PROTECTED SPECIES EVALUATION

(Limit Avenue, Mt. Dora, Florida)

FE = Federally Endangered; FT = Federally Threatened; FC = Candidate for Federal Listing; FSAT = Federal Similarity of Appearance (Threatened);
SE = State Endangered; ST = State Threatened; MBTA = Migratory Bird Treaty Act of 1918; BGEPA = Bald and Golden Eagle Protection Act

Name (Scientific Name)	Protection Status	In Special Area	Occurrence Potential	Preliminary Effect/Impact Determination	Rationale
Prairie Warbler (<i>Dendroica discolor</i>)	MBTA	No	Low	No Effect	Mangrove swamp habitat not present.
Red-Headed Woodpecker (<i>Melanerpes erythrocephalus</i>)	MBTA	No	Moderate	Conditional Not Likely to Adversely Impact	Mature open canopy hardwoods with a high basal area and snags or trees with dead limbs with little understory habitat present. [See attached Nationwide Standard Conservation Measures in Appendix D.] Recommend limiting the trimming and/or removal of vegetation to mid-September to early-May (i.e., outside of nesting season).
Southeastern American Kestrel (<i>Falco sparverius paulus</i>)	MBTA ST	No	Low	No Impact	None observed on or over subject property. Suitable nesting habitat not present. Incidental foraging may occur but not expected to be significant. [See attached Nationwide Standard Conservation Measures in Appendix D.]
Swallow-Tailed Kite (<i>Elanoides forficatus</i>)	MBTA	No	Low	No Effect	None observed on or over subject property. Suitable nesting habitat not present. Incidental foraging may occur but not expected to be significant. [See attached Nationwide Standard Conservation Measures in Appendix D.]
Tricolored Heron (<i>Egretta tricolor</i>)	ST	No	Low	No Impact	None observed. Wetland habitat not present. Incidental upland foraging not adversely affected.
Whooping Cranes (<i>Grus americana</i>)	FXN	No	Low	No Effect	Suitable habitat not present.
Worthington's Marsh Wren (<i>Cistothorus palustris griseus</i>)	MBTA	No	Low	No Impact	Marsh habitat not present.
REPTILES					
Eastern Indigo Snake (<i>Drymarchon corais couperi</i>)	FT	No documented occurrences within 1.7 miles	Low	Not Likely to Adversely Affect	No documented occurrences within 1.7 miles. Recommend implementing the Standard Protection Measures for the Eastern Indigo Snake. [See attached 2013 Eastern Indigo Snake Programmatic Effect Determination Key]
Florida Pine Snake (<i>Pituophis melanoleucus mugitus</i>)	ST	No	Low	Not Likely to Adversely Impact	Pocket gophers not observed on subject property. Suitable habitat not present.
Gopher Tortoise (<i>Gopherus polyphemus</i>)	ST	No	Low	Conditional No Impact	Gopher tortoise burrows not observed onsite. "Less suited" NRCS-mapped soils present. Recommend a 100% gopher tortoise burrow survey approximately 80-90 days before start of land clearing.
Sand Skink (<i>Neoseps reynoldsi</i>)	FT	Within USFWS Consultation Area	Low	No Effect	Suitable soils not present.
Short-Tailed Snake (<i>Stilosoma extenuatum</i>)	ST	No	Low	Not Likely to Adversely Impact	Mole and other suitable burrows not observed. Suitable sandhill, xeric oak, xeric hammock, and pine scrub habitat not present.
FISHES					
Bluenose Shiner (<i>Pteronotropis welaka</i>)	ST	No	None	No Effect	Aquatic habitat not present.
INSECTS					
Monarch Butterfly (<i>Danaus plexippus</i>)	FC	No	Low	No Effect	Milkweed species not observed on subject property. Significant suitable habitat not present.

ATTACHMENT #2
PRELIMINARY PROTECTED SPECIES EVALUATION
(Limit Avenue, Mt. Dora, Florida)

FE = Federally Endangered, FT = Federally Threatened; FC = Candidate for Federal Listing; FSAT = Federal Similarity of Appearance (Threatened);
SE = State Endangered; ST = State Threatened; MBTA = Migratory Bird Treaty Act of 1918; BGEPA = Bald and Golden Eagle Protection Act

Name (<i>Scientific Name</i>)	Protection Status	In Special Area	Occurrence Potential	Preliminary Effect/Impact Determination	Rationale
FEDERALLY LISTED PLANTS					
Britton's Beargrass (<i>Nolina brittoniana</i>)	FE	Within USFWS Consultation Area	Low	Not Likely to Adversely Affect	None observed. Suitable white sands not present. Habitat alterations likely preclude significant presence by species.
Lewton's Polygala (<i>Polygala lewtonii</i>)	FE	Within USFWS Consultation Area	Low	Not Likely to Adversely Affect	None observed. Suitable white sands not present. Habitat alterations likely preclude significant presence by species.
Papery Whitlow-Wort (<i>Paronychia chartacea</i>)	FT	Within USFWS Consultation Area	Low	Not Likely to Adversely Affect	None observed. Suitable white sands not present. Habitat alterations likely preclude significant presence by species.
Pigeon Wings (<i>Clitoria fragrans</i>)	FT	Within USFWS Consultation Area	Low	Not Likely to Adversely Affect	None observed. Suitable white sands not present. Habitat alterations likely preclude significant presence by species.
Pygmy Fringe-Tree (<i>Chionanthus pygmaeus</i>)	FE	Within USFWS Consultation Area	Low	Not Likely to Adversely Affect	None observed. Suitable white sands not present. Habitat alterations likely preclude significant presence by species.

Eastern Indigo Snake Programmatic Effect Determination Key

Scope of the key

This key should be used only in the review of permit applications for effects determinations within the North and South Florida Ecological Services Field Offices Geographic Areas of Responsibility (GAR), and not for other listed species or for aquatic resources such as Essential Fish Habitat (EFH). Counties within the **North** Florida GAR include Alachua, Baker, Bradford, Brevard, Citrus, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist, Hamilton, Hernando, Hillsborough, Lafayette, Lake, Levy, Madison, Manatee, Marion, Nassau, Orange, Pasco, Pinellas, Putnam, St. Johns, Seminole, Sumter, Suwannee, Taylor, Union, and Volusia.

Counties in the **South** Florida GAR include Broward, Charlotte, Collier, De Soto, Glades, Hardee, Hendry, Highlands, Lee, Indian River, Martin, Miami-Dade, Monroe, Okeechobee, Osceola, Palm Beach, Polk, Sarasota, St. Lucie.

Habitat

Over most of its range, the eastern indigo snake frequents several habitat types, including pine flatwoods, scrubby flatwoods, high pine, dry prairie, tropical hardwood hammocks, edges of freshwater marshes, agricultural fields, coastal dunes, and human-altered habitats (Service 1999). Eastern indigo snakes appear to need a mosaic of habitats to complete their life cycle. Wherever the eastern indigo snake occurs in xeric habitats, it is closely associated with the gopher tortoise (*Gopherus polyphemus*), the burrows of which provide shelter from winter cold and summer desiccation (Speake et al. 1978; Layne and Steiner 1996). Interspersion of tortoise-inhabited uplands and wetlands improves habitat quality for this species (Landers and Speake 1980; Auffenberg and Franz 1982).

In south Florida, agricultural sites, such as sugar cane fields, created in former wetland areas are occupied by eastern indigo snakes (Enge pers. comm. 2007). Formerly, indigo snakes would have only occupied higher elevation sites within the wetlands. The introduction of agriculture and its associated canal systems has resulted in an increase in rodents and other species of snakes that are prey for eastern indigo snakes. The result is that indigos occur at higher densities in these areas than they did historically.

Even though thermal stress may not be a limiting factor throughout the year in south Florida, indigo snakes still seek and use underground refugia. On the sandy central ridge of central Florida, eastern indigos use gopher tortoise burrows more (62 percent) than other underground refugia (Layne and Steiner 1996). Other underground refugia used include armadillo (*Dasypus novemcinctus*) burrows near citrus groves, cotton rat (*Sigmodon hispidus*) burrows, and land crab (*Cardisoma guanhum*) burrows in coastal areas (Service 2006). Natural ground holes, hollows at the base of trees or shrubs, ground litter, trash piles, and crevices of rock-lined ditch walls are also used (Layne and Steiner 1996). These refugia are used most frequently where tortoise burrows are not available, principally in low-lying areas off the central and coastal ridges. In extreme south Florida (the Everglades and Florida Keys), indigo snakes are found in tropical

hardwood hammocks, pine rocklands, freshwater marshes, abandoned agricultural land, coastal prairie, mangrove swamps, and human-altered habitats (Steiner et al. 1983). It is suspected that they prefer hammocks and pine forests, because most observations occur in these habitats disproportionately to their presence in the landscape (Steiner et al. 1983). Hammocks may be important breeding areas as juveniles are typically found there. The eastern indigo snake is a snake-eater so the presence of other snake species may be a good indicator of habitat quality.

Conservation Measures

The Service routinely concurs with the Corps' "not likely to adversely affect" (NLAA) determination for individual project effects to the eastern indigo snake when assurances are given that our *Standard Protection Measures for the Eastern Indigo Snake* (Service 2004) located at: <http://www.fws.gov/northflorida/IndigoSnakes/indigo-snakes> will be used during project site preparation and project construction. There is no designated critical habitat for the eastern indigo snake.

In an effort to reduce correspondence in effect determinations and responses, the Service is providing an Eastern Indigo Snake Effect Determination Key, similar in utility to the West Indian Manatee Effect Determination Key and the Wood Stork Effect Determination Keys presently being utilized by the Corps. If the use of this key results in a Corps' determination of "no effect" for a particular project, the Service supports this determination. If the use of this Key results in a determination of NLAA, the Service concurs with this determination and no additional correspondence will be necessary¹. This key is subject to revisitation as the Corps and Service deem necessary.

A. Project is not located in open water or salt marsh.....go to B

Project is located solely in open water or salt marsh..... "no effect"

B. Permit will be conditioned for use of the Service's *Standard Protection Measures For The Eastern Indigo Snake* during site preparation and project construction.....go to C

Permit will not be conditioned as above for the eastern indigo snake, or it is not known whether an applicant intends to use these measures and consultation with the Service is requested² "may affect"

C. There are gopher tortoise burrows, holes, cavities, or other refugia where a snake could be buried or trapped and injured during project activitiesgo to D

There are no gopher tortoise burrows, holes, cavities, or other refugia where a snake could be buried or trapped and injured during project activities "NLAA"

D. The project will impact less than 25 acres of xeric habitat supporting less than 25 active and inactive gopher tortoise burrows.....go to E

The project will impact more than 25 acres of xeric habitat or more than 25 active and inactive gopher tortoise burrows and consultation with the Service is requested²..... *"may affect"*

- E. Any permit will be conditioned such that all gopher tortoise burrows, active or inactive, will be evacuated prior to site manipulation in the vicinity of the burrow³. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Any permit will also be conditioned such that holes, cavities, and snake refugia other than gopher tortoise burrows will be inspected each morning before planned site manipulation of a particular area, and, if occupied by an indigo snake, no work will commence until the snake has vacated the vicinity of proposed work..... *"NLAA"*

Permit will not be conditioned as outlined above and consultation with the Service is requested² *"may affect"*

¹With an outcome of "no effect" or "NLAA" as outlined in this key, the requirements of section 7 of the Act are fulfilled for the eastern indigo snake and no further action is required.

²Consultation may be concluded informally or formally depending on project impacts.

³ If burrow excavation is utilized, it should be performed by experienced personnel. The method used should minimize the potential for injury of an indigo snake. Applicants should follow the excavation guidance provided within the Florida Fish and Wildlife Conservation Commission's revised April 2009 Gopher Tortoise Permitting Guidelines located at http://myfwc.com/License/Permits_ProtectedWildlife.htm#gophertortoise. A member of the excavation team should be authorized for Incidental Take during excavation through an incidental take permit issued by the Florida Fish and Wildlife Conservation Commission.

APPENDIX D

USFWS Information Planning and Consultation (IPaC)



Grounded in Excellence

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Lake County, Florida



Local office

Florida Ecological Services Field Office

☎ (352) 448-9151

📅 (772) 562-4288

✉ fw4flesregs@fws.gov

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777 37th St
Suite D-101
Vero Beach, FL 32960-3559

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

-
1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Tricolored Bat <i>Perimyotis subflavus</i> Wherever found This species only needs to be considered if the following condition applies: This species only needs to be considered if the project includes wind turbine operations. No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

Birds

NAME	STATUS
Eastern Black Rail <i>Laterallus jamaicensis ssp. jamaicensis</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10477	Threatened
Everglade Snail Kite <i>Rostrhamus sociabilis plumbeus</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/7713	Endangered
Florida Scrub-jay <i>Aphelocoma coerulescens</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6174	Threatened
Whooping Crane <i>Grus americana</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/758	EXPN

Reptiles

NAME	STATUS
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Eastern Indigo Snake *Drymarchon couperi* **Threatened**
 Wherever found
 No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/646>

Sand Skink *Neoseps reynoldsi* **Threatened**
 Wherever found
 No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/4094>

Insects

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9743	Candidate

Flowering Plants

NAME	STATUS
Britton's Beargrass <i>Nolina brittoniana</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/4460	Endangered
Lewton's Polygala <i>Polygala lewtonii</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6688	Endangered
Papery Whitlow-wort <i>Paronychia chartacea</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1465	Threatened
Pigeon Wings <i>Clitoria fragrans</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/991	Threatened
Pygmy Fringe-tree <i>Chionanthus pygmaeus</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1084	Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act¹ and the Migratory Bird Treaty Act².

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats³, should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below.

Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds
<https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

Bald Eagle *Haliaeetus leucocephalus*

Breeds Sep 1 to Jul 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

<https://ecos.fws.gov/ecp/species/1626>

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read ["Supplemental Information on Migratory Birds and Eagles"](#), specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

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Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (I)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply). To see a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs of bald and golden eagles in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the [Eagle Act](#) should such impacts occur. Please contact your local Fish and Wildlife Service Field Office if you have questions.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats³ should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your

list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bachman's Sparrow <i>Peucaea aestivalis</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6177	Breeds May 1 to Sep 30
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31
Black Skimmer <i>Rynchops niger</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/5234	Breeds May 20 to Sep 15
Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 15 to Aug 25
Great Blue Heron <i>Ardea herodias occidentalis</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Jan 1 to Dec 31
King Rail <i>Rallus elegans</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8936	Breeds May 1 to Sep 5
Least Tern <i>Sternula antillarum antillarum</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Apr 25 to Sep 5

ATTACHMENT #2

Lesser Yellowlegs *Tringa flavipes*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9679>

Breeds elsewhere

Painted Bunting *Passerina ciris*

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Breeds Apr 25 to Aug 15

Prairie Warbler *Setophaga discolor*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 1 to Jul 31

Red-headed Woodpecker *Melanerpes erythrocephalus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 10 to Sep 10

Southeastern American Kestrel *Falco sparverius paulus*

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/4076>

Breeds Apr 1 to Aug 31

Swallow-tailed Kite *Elanoides forficatus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/8938>

Breeds Mar 10 to Jun 30

Worthington's Marsh Wren *Cistothorus palustris griseus*

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Breeds Apr 10 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read

["Supplemental Information on Migratory Birds and Eagles"](#), specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

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SPECIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Bachman's Sparrow BCC Rangewide (CON)	++++	++++	+I++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Bald Eagle Non-BCC Vulnerable	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII
Black Skimmer BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Chimney Swift BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Great Blue Heron BCC - BCR	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII
King Rail BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Least Tern BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Lesser Yellowlegs BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Painted Bunting BCC - BCR	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Prairie Warbler BCC Rangewide (CON)	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII
Red-headed Woodpecker BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Southeastern American Kestrel BCC - BCR	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII
Swallow-tailed Kite BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the [RAIL Tool](#) and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird

on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key

component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

This location did not intersect any wetlands mapped by NWI.

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

APPENDIX E

NOAA Fisheries Southeast Region Endangered Species Act (ESA) Section 7 Mapper



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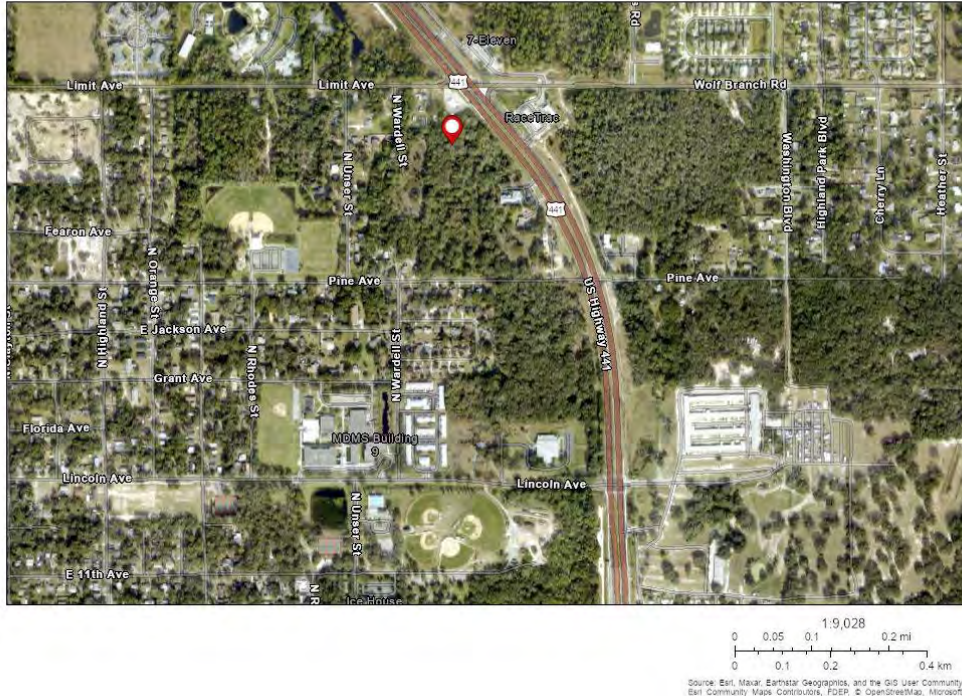


Limit Avenue, Mt Dora

Area of Interest (AOI) Information

Area : 87,513,003.29 ft²

May 13 2024 12:20:51 Eastern Daylight Time



ATTACHMENT #2

Summary

Name	Count	Area(ft²)	Length(ft)
Conchs	0	0	N/A
Corals	0	0	N/A
Sea Turtles	0	0	N/A
Sharks, Rays, Sawfish	0	0	N/A
Grouper and Sturgeons	0	0	N/A
Whales	0	0	N/A
Critical Habitat (linear)	0	N/A	0
Critical Habitat (area)	0	0	N/A
Miscellaneous	0	0	N/A

DISCLAIMER: Use of this App does NOT replace the Endangered Species Act (ESA) Section 7 consultation process; it is a first step in determining if a proposed Federal action overlaps with listed species or critical habitat presence. Because the data provided through this App are updated regularly, reporting results must include the date they were generated. The report outputs (map/tables) depend on the options picked by the user, including the shape and size of the action area drawn, the layers marked as visible or selectable, and the buffer distance specified when using the "Draw your Action Area" function. Area calculations represent the size of overlap between the user-drawn Area of Interest (with buffer) and the specified S7 Consultation Area. Summary table areas represent the sum of these overlapping areas for each species group.

APPENDIX F

Florida Natural Areas Inventory (FNAI) Florida Biodiversity Matrix



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Florida Natural Areas Inventory

Biodiversity Matrix Query Results

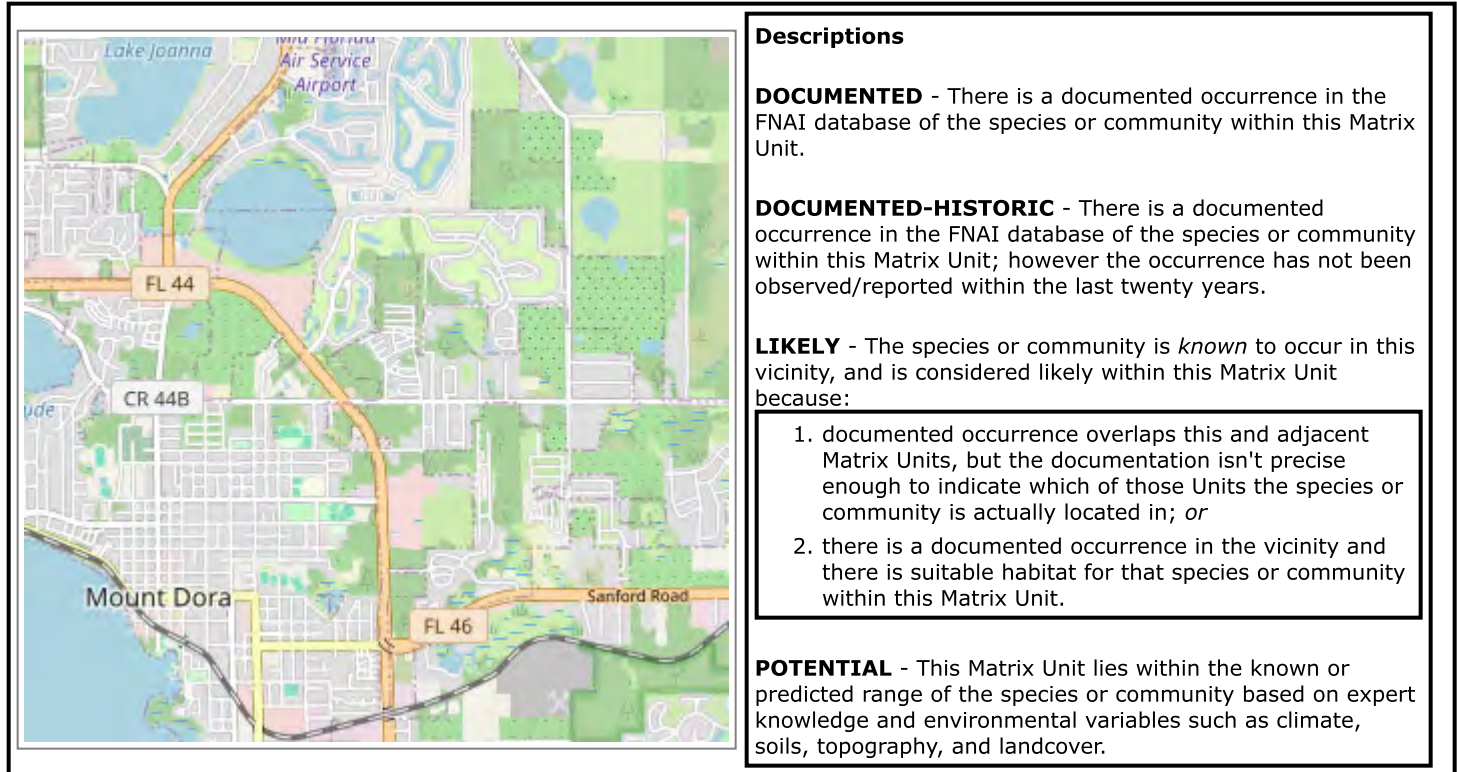
UNOFFICIAL REPORT

Created 5/13/2024

(Contact the FNAI Data Services Coordinator at 850.224.8207 or
kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 1 Matrix Unit: 41461



Matrix Unit ID: 41461

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Mesic flatwoods</i>	G4	S4	N	N
<i>Mycteria americana</i> Wood Stork	G4	S2	T	FT
<i>Scrub</i>	G2	S2	N	N

Matrix Unit ID: 41461

40 **Potential** Elements for Matrix Unit 41461

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Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<u>Agrimonia incisa</u> incised groove-bur	G3	S2	N	T
<i>Antigone canadensis pratensis</i> Florida Sandhill Crane	G5T2	S2	N	ST
<u>Aphelocoma coerulescens</u> Florida Scrub-Jay	G2?	S1S2	T	FT
<u>Arnoglossum diversifolium</u> variable-leaved Indian-plantain	G2	S2	N	T
<i>Asplenium x heteroresiliens</i> Morzenti's spleenwort	G2	S1	N	N
<u>Athene cunicularia floridana</u> Florida Burrowing Owl	G4T3	S3	N	ST
<u>Bonamia grandiflora</u> Florida bonamia	G3	S3	T	E
<u>Calopogon multiflorus</u> many-flowered grass-pink	G2G3	S2S3	N	T
<i>Carex chapmannii</i> Chapman's sedge	G3	S3	N	T
<u>Centrosema arenicola</u> sand butterfly pea	G2Q	S2	N	E
<u>Coelorachis tuberculosa</u> Piedmont jointgrass	G3	S3	N	T
<i>Digitaria gracillima</i> longleaf fingergrass	G1	S1	N	N
<u>Drymarchon couperi</u> Eastern Indigo Snake	G3	S2?	T	FT
<u>Eriogonum longifolium var. gnaphalifolium</u> scrub buckwheat	G4T3	S3	T	E
<u>Gopherus polyphemus</u> Gopher Tortoise	G3	S3	C	ST
<u>Hartwrightia floridana</u> hartwrightia	G2	S2	N	T
<u>Heterodon simus</u> Southern Hognose Snake	G2	S2S3	N	N
<u>Illicium parviflorum</u> star anise	G2	S2	N	E
<i>Lampropeltis extenuata</i> Short-tailed Snake	G3	S3	N	ST
<u>Lechea cernua</u> nodding pinweed	G3	S3	N	T
<i>Lithobates capito</i> Gopher Frog	G2G3	S3	N	N
<u>Litsea aestivalis</u> pondspice	G3?	S2	N	E
<u>Lupinus aridorum</u> scrub lupine	G3T1	S1	E	E
<u>Matelea floridana</u> Florida spiny-pod	G2	S2	N	E
<i>Mustela frenata peninsulae</i> Florida Long-tailed Weasel	G5T3?	S3?	N	N
<u>Nemastylis floridana</u> celestial lily	G2	S2	N	E
<u>Neofiber alleni</u> Round-tailed Muskrat	G2	S2	N	N
<u>Nolina brittoniana</u> Britton's beargrass	G3	S3	E	E
<u>Notophthalmus perstriatus</u> Striped Newt	G2G3	S2	N	C
<i>Phyllophaga elongata</i> Elongate June Beetle	G3	S3	N	N
<u>Podomys floridanus</u> Florida Mouse	G3	S3	N	N

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<i>Polygala lewtonii</i> Lewton's polygala	G2	S2	E	E
<i>Pteroglossaspis ecristata</i> giant orchid	G2G3	S2	N	T
<i>Salix floridana</i> Florida willow	G2G3	S2S3	N	E
<i>Sceloporus woodi</i> Florida Scrub Lizard	G2G3	S2S3	N	N
<i>Sciurus niger niger</i> Southeastern Fox Squirrel	G5T5	S3	N	N
<i>Ursus americanus floridanus</i> Florida Black Bear	G5T4	S4	N	N
<i>Vicia ocalensis</i> Ocala vetch	G2	S2	N	E
<i>Warea amplexifolia</i> clasping warea	G1	S1	E	E
<i>Warea carteri</i> Carter's warea	G1	S1	E	E

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a [Standard Data Request](#) option for those needing certifiable data.

APPENDIX G

Custom Soils Report



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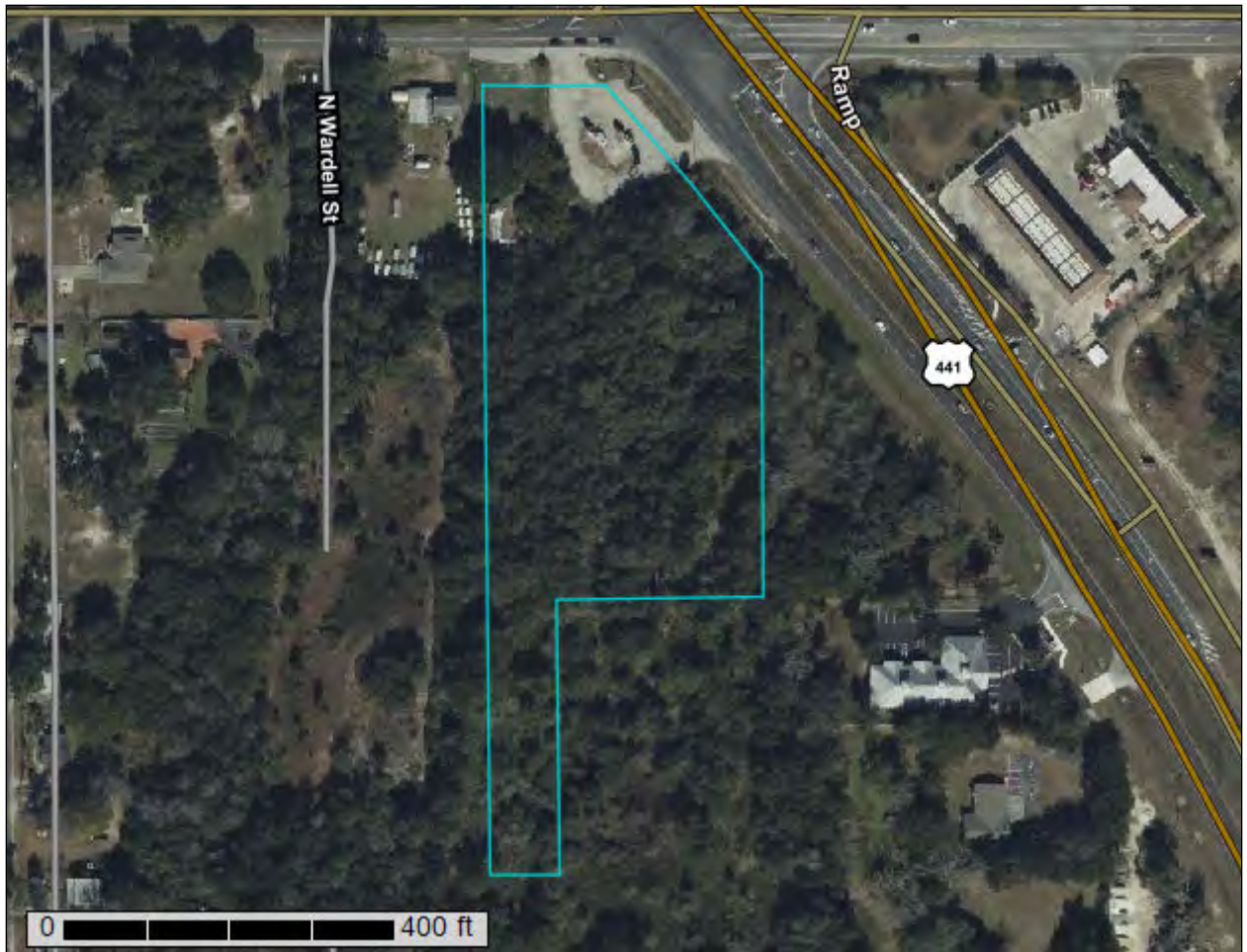
ATTACHMENT #2



A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Lake County Area, Florida

Limit Avenue, Mt Dora



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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Contents

Preface	2
How Soil Surveys Are Made	5
Soil Map	8
Soil Map.....	9
Legend.....	10
Map Unit Legend.....	11
Map Unit Descriptions.....	11
Lake County Area, Florida.....	13
28—Myakka-Myakka, wet, sands, 0 to 2 percent slopes.....	13
Soil Information for All Uses	16
Suitabilities and Limitations for Use.....	16
Land Classifications.....	16
Ecological Classification Name: Florida Legacy Range Site (Limit Avenue, Mt Dora).....	16
Hydric Rating by Map Unit (Limit Avenue, Mt Dora).....	19
Wildlife Management.....	23
WLF - Gopher Tortoise Burrowing Suitability (Limit Avenue, Mt Dora).....	23
References	29

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

ATTACHMENT #2

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

ATTACHMENT #2
Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

ATTACHMENT #2 Custom Soil Resource Report Soil Map



ATTACHMENT #2

Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lake County Area, Florida
Survey Area Data: Version 23, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Mar 21, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
28	Myakka-Myakka, wet, sands, 0 to 2 percent slopes	4.9	100.0%
Totals for Area of Interest		4.9	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

ATTACHMENT #2

Custom Soil Resource Report

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Lake County Area, Florida

28—Myakka-Myakka, wet, sands, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2tw1
Elevation: 10 to 130 feet
Mean annual precipitation: 43 to 62 inches
Mean annual air temperature: 64 to 75 degrees F
Frost-free period: 280 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Myakka and similar soils: 75 percent
Myakka, wet, and similar soils: 15 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Myakka

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 20 inches: sand
Bh - 20 to 36 inches: sand
C - 36 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 5.95 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands
(G155XB141FL)
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy
soils on flats of mesic or hydric lowlands (G155XB141FL)

ATTACHMENT #2
Custom Soil Resource Report

Hydric soil rating: No

Description of Myakka, Wet

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 20 inches: sand
Bh - 20 to 36 inches: sand
C - 36 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 5.95 in/hr)
Depth to water table: About 0 to 6 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands
(G155XB141FL)
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy
soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Minor Components

Basinger

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Hydric soil rating: Yes

Eaugallie

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Talf

ATTACHMENT #2
Custom Soil Resource Report

Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Placid, depressional

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (two-dimensional): Toeslope, footslope
Landform position (three-dimensional): Dip
Down-slope shape: Concave, convex
Across-slope shape: Concave, linear
Hydric soil rating: Yes

Soil Information for All Uses

Suitabilities and Limitations for Use

The Suitabilities and Limitations for Use section includes various soil interpretations displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each interpretation.

Land Classifications

Land Classifications are specified land use and management groupings that are assigned to soil areas because combinations of soil have similar behavior for specified practices. Most are based on soil properties and other factors that directly influence the specific use of the soil. Example classifications include ecological site classification, farmland classification, irrigated and nonirrigated land capability classification, and hydric rating.

Ecological Classification Name: Florida Legacy Range Site (Limit Avenue, Mt Dora)

Ecological classifications consist of a series of vegetative classification systems developed by various partners in the National Cooperative Soil Survey. The classifications include, but are not limited to, systematic vegetative groupings. Examples include NRCS ecological sites, United States Forest Service plant associations, and forage suitability groups. The classifications systems are identified by the Ecological Classification Type Name field, which is in the Component Ecological Classification table.

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Map—Ecological Classification Name: Florida Legacy Range Site (Limit Avenue, Mt Dora)



ATTACHMENT #2

Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 South Florida Flatwoods
 Not rated or not available

Soil Rating Lines

 South Florida Flatwoods
 Not rated or not available

Soil Rating Points

 South Florida Flatwoods
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lake County Area, Florida
Survey Area Data: Version 23, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Mar 21, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

ATTACHMENT #2
Custom Soil Resource Report

Table—Ecological Classification Name: Florida Legacy Range Site (Limit Avenue, Mt Dora)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28	Myakka-Myakka, wet, sands, 0 to 2 percent slopes	South Florida Flatwoods	4.9	100.0%
Totals for Area of Interest			4.9	100.0%

Rating Options—Ecological Classification Name: Florida Legacy Range Site (Limit Avenue, Mt Dora)

Class: Florida Legacy Range Site

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

Hydric Rating by Map Unit (Limit Avenue, Mt Dora)

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

ATTACHMENT #2

Custom Soil Resource Report

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.

ATTACHMENT #2

Custom Soil Resource Report

Map—Hydric Rating by Map Unit (Limit Avenue, Mt Dora)



ATTACHMENT #2

Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 Hydric (100%)
 Hydric (66 to 99%)
 Hydric (33 to 65%)
 Hydric (1 to 32%)
 Not Hydric (0%)
 Not rated or not available

Soil Rating Lines

 Hydric (100%)
 Hydric (66 to 99%)
 Hydric (33 to 65%)
 Hydric (1 to 32%)
 Not Hydric (0%)
 Not rated or not available

Soil Rating Points

 Hydric (100%)
 Hydric (66 to 99%)
 Hydric (33 to 65%)
 Hydric (1 to 32%)
 Not Hydric (0%)
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lake County Area, Florida
Survey Area Data: Version 23, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Mar 21, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

ATTACHMENT #2
Custom Soil Resource Report

Table—Hydric Rating by Map Unit (Limit Avenue, Mt Dora)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28	Myakka-Myakka, wet, sands, 0 to 2 percent slopes	21	4.9	100.0%
Totals for Area of Interest			4.9	100.0%

Rating Options—Hydric Rating by Map Unit (Limit Avenue, Mt Dora)

Aggregation Method: Percent Present

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

Wildlife Management

Wildlife Management interpretations are tools for evaluating the suitability of the soil for various components of wildlife habitat, and as habitat of different types or species of wildlife. Example interpretations include crawfish aquaculture, burrowing animals and reptiles, grasses and legumes for food and cover, and freshwater wetland plants.

WLF - Gopher Tortoise Burrowing Suitability (Limit Avenue, Mt Dora)

This soil interpretation is intended to provide ratings based on the dominant soil characteristics that influence the suitability of the soil for excavation, maintenance, and preservation of burrows by gopher tortoises (*Gopherus polyphemus*). The information allows the user to identify areas of potentially suitable habitat area prior to the application of conservation practices. The ratings are for the soils in their natural condition and do not consider present land use, existing vegetation, water sources, and the presence or absence of wildlife in the area. The presence or absence of a species is determined at the local level and by many factors including soil characteristics.

The gopher tortoise (*Gopherus polyphemus*) is a burrowing reptile that inhabits open pine forests throughout the southeastern United States. Historically, typical gopher tortoise habitat consisted of open, frequently burned longleaf pine or longleaf pine/scrub oak uplands and flatwoods on moderately well drained to xeric soils. The burrows of a gopher tortoise are the habitat and center of normal feeding, breeding, and sheltering activity. Gopher tortoises excavate and use more than one burrow for shelter beneath the ground surface. Burrows, which may extend for more than 30 feet, provide shelter from canid predators, winter cold and summer heat.

ATTACHMENT #2

Custom Soil Resource Report

The soil criteria that are taken into account in this soil interpretation are those that have been determined to have the most effect on burrow excavation, maintenance, and preservation. These include the soil texture, percent coarse fragments, depth to a restrictive layer or layer with greater than or equal to 35% clay, ponding or flooding frequency, slope, and depth to seasonal high water table.

Each soil criteria is assigned a numerical rating between 0 and 1. In this rating, 1 represents more suitable soil characteristics, and 0 represents less suitable soil characteristics. Each criterion is calculated separately and the lowest rating is reported as the overall soil suitability rating, representing the most limiting factor in the soil's suitability for gopher tortoise burrows.

Rating classes have been defined as follows:

Highly suited (numerical rating 0.95-1): These soils have no restrictions for use and are favorable for burrowing by gopher tortoise. Colonization and population densities may be above average if other habitat factors are not limiting.

Moderately suited (numerical rating 0.5-0.95): These soils are suitable and somewhat favorable for burrowing by gopher tortoise. Some restrictive features may limit the use of the site to a minor extent. Colonization and population densities may be average to above for the area if the other habitat requirements are met.

Less suited (numerical rating 0.05-0.5): These soils have characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. Colonization and population densities may be below average or restricted in the area due to the limiting factors even though all of the other species habitat requirements are met.

Unsuitable (numerical rating 0-0.05): These soils have characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. Areas of included soils with better drainage may provide suitable soil properties in some locations.

Not Rated: Miscellaneous areas are given a not rated status.

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen, which is displayed on the report. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the Selected Soil Interpretations report with this interpretation included from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Citations:

ATTACHMENT #2
Custom Soil Resource Report

U.S. Fish and Wildlife Service and Natural Resources Conservation Service. 2012.
Gopher Tortoise (*Gopherus polyphemus*) Soil Classifications for the Federally Listed
Range using the National Soil Information System Database, Version 1.

ATTACHMENT #2 Custom Soil Resource Report

Map—WLF - Gopher Tortoise Burrowing Suitability (Limit Avenue, Mt Dora)



ATTACHMENT #2

Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 Unsuitable
 Less suited
 Moderately suited
 Highly suited
 Not rated or not available

Soil Rating Lines

 Unsuitable
 Less suited
 Moderately suited
 Highly suited
 Not rated or not available

Soil Rating Points

 Unsuitable
 Less suited
 Moderately suited
 Highly suited
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways

 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lake County Area, Florida
Survey Area Data: Version 23, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Mar 21, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

ATTACHMENT #2
Custom Soil Resource Report

Tables—WLF - Gopher Tortoise Burrowing Suitability (Limit Avenue, Mt Dora)

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
28	Myakka-Myakka, wet, sands, 0 to 2 percent slopes	Less suited	Myakka (75%)	Water table (0.22)	4.9	100.0%
Totals for Area of Interest					4.9	100.0%

Rating	Acres in AOI	Percent of AOI
Less suited	4.9	100.0%
Totals for Area of Interest	4.9	100.0%

Rating Options—WLF - Gopher Tortoise Burrowing Suitability (Limit Avenue, Mt Dora)

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

References

- American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.
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- United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.
- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>

ATTACHMENT #2
Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

APPENDIX H

USFWS Nationwide Standard Conservation Measures



Grounded in Excellence

NATIONWIDE STANDARD CONSERVATION MEASURES

Listed below are effective measures that should be employed at all project development sites nationwide with the goal of reducing impacts to birds and their habitats. These measures are grouped into three categories: General, Habitat Protection, and Stressor Management. These measures may be updated through time. We recommend checking the Conservation Measures website regularly for the most up-to-date list.

1. General Measures

- a. Educate all employees, contractors, and/or site visitors of relevant rules and regulations that protect wildlife. See the Service webpage on [Regulations and Policies](#) for more information on regulations that protect migratory birds.
- b. Prior to removal of an inactive nest, ensure that the nest is not protected under the Endangered Species Act (ESA) or the Bald and Golden Eagle Protection Act (BGEPA). Nests protected under ESA or BGEPA cannot be removed without a valid permit.
 - i. See the [Service Nest Destruction Policy](#)
- c. Do not collect birds (live or dead) or their parts (e.g., feathers) or nests without a valid permit. Please visit the [Service permits page](#) for more information on permits and permit applications.
- d. Provide enclosed solid waste receptacles at all project areas. Non-hazardous solid waste (trash) would be collected and deposited in the on-site receptacles. Solid waste would be collected and disposed of by a local waste disposal contractor. For more information about solid waste and how to properly dispose of it, see the [EPA Non-Hazardous Waste](#) website.
- e. Report any incidental take of a migratory bird, to the [local Service Office of Law Enforcement](#).
- f. Consult and follow applicable [Service industry guidance](#).

2. Habitat Protection

- a. Minimize project creep by clearly delineating and maintaining project boundaries (including staging areas).
- b. Consult all local, State, and Federal regulations for the development of an appropriate buffer distance between development site and any wetland or waterway. For more information on wetland protection regulations see the Clean Water Act sections [401](#) and [404](#).
- c. Maximize use of disturbed land for all project activities (i.e., siting, lay-down areas, and construction).
- d. Implement standard soil erosion and dust control measures. For example:
 - i. Establish vegetation cover to stabilize soil
 - ii. Use erosion blankets to prevent soil loss
 - iii. Water bare soil to prevent wind erosion and dust issues

3. Stressor Management

Stressor: Vegetation Removal

Conservation Goal: Avoid direct take of adults, chicks, or eggs.

Conservation Measure 1: Schedule all vegetation removal, trimming, and grading of vegetated areas outside of the peak bird breeding season to the maximum extent practicable. Use available resources, such as internet-based tools (e.g., the FWS's Information, Planning and Conservation system and Avian Knowledge Network) to identify peak breeding months for local bird species; or, contact local Service Migratory Bird Program Office for breeding bird information.

Conservation Measure 2: When project activities cannot occur outside the bird nesting season, conduct surveys prior to scheduled activity to determine if active nests are present within the area of impact and buffer any nesting locations found during surveys.

- 1) Generally, the surveys should be conducted no more than five days prior to scheduled activity.
- 2) Timing and dimensions of the area to be surveyed vary and will depend on the nature of the project, location, and expected level of vegetation disturbance.
- 3) If active nests or breeding behavior (e.g., courtship, nest building, territorial defense, etc.) are detected during these surveys, no vegetation removal activities should be conducted until nestlings have fledged or the nest fails or breeding behaviors are no longer observed. If the activity must occur, establish a buffer zone around the nest and no activities will occur within that zone until nestlings have fledged and left the nest area. The dimension of the buffer zone will depend on the proposed activity, habitat type, and species present and should be coordinated with the local or regional Service office.
- 4) When establishing a buffer zone, construct a barrier (e.g., plastic fencing) to protect the area. If the fence is knocked down or destroyed, work will suspend wholly, or in part, until the fence is satisfactorily repaired.
- 5) When establishing a buffer zone, a qualified biologist will be present onsite to serve as a biological monitor during vegetation clearing and grading activities to ensure no take of migratory birds occurs. Prior to vegetation clearing, the monitor will ensure that the limits of construction have been properly staked and are readily identifiable. Any associated project activities that are inconsistent with the applicable conservation measures, and activities that may result in the take of migratory birds will be immediately halted and reported to the appropriate Service office within 24 hours.
- 6) If establishing a buffer zone is not feasible, contact the Service for guidance to minimize impacts to migratory birds associated with the proposed project or removal of an active nest. Active nests may only be removed if you receive a permit from your local Migratory Bird Permit Office. A permit may authorize active nest removal by a qualified biologist with bird handling experience or by a permitted bird rehabilitator.

Conservation Measure 3: Prepare a vegetation maintenance plan that outlines vegetation maintenance activities and schedules so that direct bird impacts do not occur.

Stressor: Invasive Species Introduction

Conservation Goal: Prevent the introduction of invasive plants.

Conservation Measure 1: Prepare a weed abatement plan that outlines the areas where weed abatement is required and the schedule and method of activities to ensure bird impacts are avoided.

Conservation Measure 2: For temporary and permanent habitat restoration/enhancement, use only native and local (when possible) seed and plant stock.

Conservation Measure 3: Consider creating vehicle wash stations prior to entering sensitive habitat areas to prevent accidental introduction of non-native plants.

Conservation Measure 4: Remove invasive/exotic species that pose an attractive nuisance to migratory birds.

Stressor: Artificial Lighting

Conservation Goal: Prevent increase in lighting of native habitats during the bird breeding season.

Conservation Measure 1: To the maximum extent practicable, limit construction activities to the time between dawn and dusk to avoid the illumination of adjacent habitat areas.

Conservation Measure 2: If construction activity time restrictions are not possible, use down shielding or directional lighting to avoid light trespass into bird habitat (i.e., use a 'Cobra' style light rather than an omnidirectional light system to direct light down to the roadbed). To the maximum extent practicable, while allowing for public safety, low intensity energy saving lighting (e.g. low pressure sodium lamps) will be used.

Conservation Measure 3: Minimize illumination of lighting on associated construction or operation structures by using motion sensors or heat sensors.

Conservation Measure 5: Bright white light, such as metal halide, halogen, fluorescent, mercury vapor and incandescent lamps should *not* be used.

Stressor: Human Disturbance

Conservation Goal: Minimize prolonged human presence near nesting birds during construction and maintenance actions.

Conservation Measure 1: Restrict unauthorized access to natural areas adjacent to the project site by erecting a barrier and/or avoidance buffers (e.g., gate, fence, wall) to minimize foot traffic and off-road vehicle uses.

Stressor: Collision

Conservation Goal: Minimize collision risk with project infrastructure and vehicles.

Conservation Measure 1: Minimize collision risk with project infrastructure (e.g., temporary and permanent) by increasing visibility through appropriate marking and design features (e.g., lighting, wire marking, etc.).

Conservation Measure 2: On bridge crossing areas with adjacent riparian, beach, estuary, or other bird habitat, use fencing or metal bridge poles (Sebastian Poles) that extend to the height of the tallest vehicles that will use the structure.

Conservation Measure 3: Install wildlife friendly culverts so rodents and small mammals can travel under any new roadways instead of over them. This may help reduce raptor deaths associated with being struck while tracking prey or scavenging road kill on the roadway.

Conservation Measure 4: Remove road-kill carcasses regularly to prevent scavenging and bird congregations along roadways.

Conservation Measure 5: Avoid planting “desirable” fruited or preferred nesting vegetation in medians or Rights of Way.

Conservation Measure 6: Eliminate use of steady burning lights on tall structures (e.g., >200 ft).

Stressor: Entrapment

Conservation Goal: Prevent birds from becoming trapped in project structures or perching and nesting in project areas that may endanger them.

Conservation Measure 1: Minimize entrapment and entanglement hazards through project design measures that may include:

1. Installing anti-perching devices on facilities/equipment where birds may commonly nest or perch
2. Covering or enclosing all potential nesting surfaces on the structure with mesh netting, chicken wire fencing, or other suitable exclusion material prior to the nesting season to prevent birds from establishing new nests. The netting, fencing, or other material must have no opening or mesh size greater than 19 mm and must be maintained until the structure is removed.
3. Cap pipes and cover/seal all small dark spaces where birds may enter and become trapped.

Conservation Measure 2: Use the appropriate deterrents to prevent birds from nesting on structures where they cause conflicts, may endanger themselves, or create a human health and safety hazard.

1. During the time that the birds are trying to build or occupy their nests (generally , between April and August, depending on the geographic location), potential nesting

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surfaces should be monitored at least once every three days for any nesting activity, especially where bird use of structures is likely to cause take. It is permissible to remove non-active nests (without birds or eggs), partially completed nests, or new nests as they are built (prior to occupation). If birds have started to build any nests, the nests shall be removed before they are completed. Water shall not be used to remove the nests if nests are located within 50 feet of any surface waters.

2. If an active nest becomes established (i.e., there are eggs or young in the nest), all work that could result in abandonment or destruction of the nest shall be avoided until the young have fledged or the nest is unoccupied. Construction activities that may displace birds after they have laid their eggs and before the young have fledged should not be permitted. If the project continues into the following spring, this cycle shall be repeated. When work on the structure is complete, all netting shall be removed and properly disposed of.

Stressor: Noise

Conservation Goal: Prevent the increase in noise above ambient levels during the nesting bird breeding season.

Conservation Measure 1: Minimize an increase in noise above ambient levels during project construction by installing temporary structural barriers such as sand bags

Conservation Measure 2: Avoid permanent additions to ambient noise levels from the proposed project by using baffle boxes or sound walls.

Stressor: Chemical Contamination

Conservation Goal: Prevent the introduction of chemicals contaminants into the environment.

Conservation Measure 1: Avoid chemical contamination of the project area by implementing a Hazardous Materials Plan. For more information on hazardous waste and how to properly manage hazardous waste, see the [EPA Hazardous Waste](#) website.

Conservation Measure 2: Avoid soil contamination by using drip pans underneath equipment and containment zones at construction sites and when refueling vehicles or equipment.

Conservation Measure 3: Avoid contaminating natural aquatic and wetland systems with runoff by limiting all equipment maintenance, staging laydown, and dispensing of fuel, oil, etc., to designated upland areas.

Conservation Measure 4: Any use of pesticides or rodenticides shall comply with the applicable [Federal and State laws](#).

1. Choose [non-chemical](#) alternatives when appropriate
2. Pesticides shall be used only in accordance with their registered uses and in accordance with the manufacturer's instructions to limit access to non-target species.

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3. For general measures to reducing wildlife exposure to pesticides, see EPA's [Pesticides: Environmental Effects](#) website.

Stressor: Fire

Conservation Goal: Minimize fire potential from project-related activities.

Conservation Measure 1: Reduce fire hazards from vehicles and human activities (e.g., use spark arrestors on power equipment, avoid driving vehicles off road).

Conservation Measure 2: Consider fire potential when developing vegetation management plans by planting temporary impact areas with a palette of low-growing, sparse, fire resistant native species that meet with the approval of the County Fire Department and local FWS Office.

APPENDIX I

Standard Protection Measures for the Eastern Indigo Snake



Grounded in Excellence

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE U.S. Fish and Wildlife Service

March 23, 2021

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida and Georgia for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov; Georgia Field Office: gaes_assistance@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or approval from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or approval from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11 x 17in or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat.

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These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida and Georgia. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas and often move seasonally between upland and lowland habitats, particularly in the northern portions of its range (North Florida and Georgia). Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Reliance on xeric sandhill habitats throughout the northern portion of the range in northern Florida and Georgia is due to the dependence on gopher tortoise burrows for shelter during winter. Breeding occurs during October through February. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. Taking of eastern indigo snakes is prohibited by the Endangered Species Act without a permit is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes. ^
- Immediately notify supervisor or the applicants designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

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IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicants designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office: (904) 731-3336

Panama City Field Office: (850) 769-0552

South Florida Field Office: (772) 562-3909

Georgia Field Office: (706) 613-9493

PRE-CONSTRUCTION ACTIVITIES

☐The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.

☐Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5 x 11in paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC or GADNR websites.

☐Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

☐During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).

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☐☐ If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.

☐☐ Periodically during construction activities, the applicants designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



ROLKELRAY, LLC
SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
JUNE 2024

Prepared By:

LPG Urban & Regional Planners, LLC.
1162 Camp Avenue
Mt. Dora, Florida 32757
(352) 385-1940

ATTACHMENT #2

Small Scale Comprehensive Plan Amendment Rolkelray, LLC

Executive Summary

The proposed small scale comprehensive plan amendment consists of 4.54 ± acres (Alternate Key #'s 1447178, 1447160, and 1447127) and is located south of Limit Avenue and west of US Highway 441 (Figures 1 and 2). The site is also located within the City's Utility Service Area and the Joint Planning Area.

The site is designated as Regional Commercial on the Lake County Future Land Use Map (Figure 3). It is proposed to designate the site as City of Mount Dora Commercial (Figure 4). The Lake County Regional Commercial category allows for a floor area ratio (FAR) of 3.0 and an impervious surface ratio (ISR) of 0.75 per Lake County FLU Policy 1-1.3.7. This category allows for a variety of commercial uses, office and limited light industrial uses which occur within an enclosed building. Multi-family is allowed at 1 MF du per 10,000 SF of commercial space. Under this category the maximum development scenario results in 593,287 square feet of commercial and a maximum multi-family residential of 59 units (Table 1).

The proposed Commercial land use allows a maximum FAR of .25 pursuant to FLU Objective 4, Policy (g)(6) (Table 1). This category allows residential uses in association with commercial uses at a maximum of 12 units per acre. Under this category the maximum development scenario results in 49,440 square feet of commercial and a maximum multi-family residential of 54 units (Table 1). The net result is a reduction of 543,847 square feet of commercial and a reduction of 5 residential units.

Surrounding land uses in the vicinity include Lake County Regional Office, City of Mount Dora Commercial, City of Mount Dora Office, and City of Mount Dora Public Lands. The proposed amendment is compatible with the existing adjacent land uses and would result in an orderly and logical development pattern.

Direction	Future Land Use	Zoning	Current Use
North	City Commercial	C-3	Undeveloped
South	County Regional Commercial	C-1	Undeveloped
East	County Regional Commercial City Office and PLI	C-1, OP, PLI	Professional Offices, Church
West	County Regional Commercial	C-1	Store/Residence and Undeveloped

ATTACHMENT #2

Potable Water Analysis

The subject property is within the City of Mount Dora Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The maximum pumping capacity of these facilities is limited by the City's Water Use Permit (permit no. 50147-9) as issued by the St. Johns River Water Management District (SJRWMD). This permit, which expires in August 2035, allows for a combined annual withdrawal from the Floridian Aquifer of 5.4 mgpd (annual average).

The City has a current available capacity of 2.13 mgpd. An analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards (Table 2). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 2.05 mgpd.

Sanitary Sewer Analysis

The City of Mount Dora currently owns, operates, and maintains a central sanitary sewer system. The City has a current available capacity of 1.26 mgpd. An analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards (Table 3). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 1.18 mgpd.

Solid Waste Analysis

The City of Mount Dora's solid waste level of service is 7.1 lbs per day per capita. The City's solid waste is provided by a private contractor. It is estimated that the proposed commercial development will generate 35 employees; therefore, the proposed amendment is estimated to generate 249 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Transportation Impact Analysis

A trip generation analysis was conducted on the proposed land use and existing land use. Results of the analysis indicate that the proposed amendment will reduce traffic impacts and will be a reduction of 1,807 daily trips and will not degrade the existing levels of service.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Retail > 40 K	49.4 KSF	821	4,668	446	214	232
Multi-family	54	220	421	44	28	16
TOTAL GROSS TRIPS (PROPOSED)			5,089	490	242	248

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Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Business Park	539.2 KSF	770	6,442	642	167	475
Multi-family	59 units	220	454	46	29	17
TOTAL GROSS TRIPS (EXISTING)			6,896	688	196	492

Net Difference (Proposed Total Trip Generation Minus Existing Total Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-198	+46	-244

Environmental Analysis

The topography of the site ranges from a high of 170' NGVD to a low of 165' NGVD (Figure 5). The soils onsite consist of Myakka (Figure 6). An environmental constraints map indicates that no wetlands, water bodies, or 100-year flood areas are onsite (Figure 7).

An environmental assessment was conducted by Universal Engineering Sciences (Appendix B). Results of the survey indicate that no protected species or wetlands were observed onsite. Should protected species occur onsite, appropriate regulatory permits will be required prior to development.

Cultural Resources

Review of the Florida master file search indicates that there are not historical or cultural resources on the subject site (Appendix C).

Comprehensive Plan Compliance

The proposed amendment is in compliance with the Comprehensive Plan. The analysis presented above demonstrates compliance and results in a reduction of impacts. The amendment is consistent with future land use policies, among others as indicated below:

Future Land Use

FLU Objective 2, Policy a	Level of Service standards for public services and facilities
FLU Objective 4, Policy d	Require all zoning to be consistent with land use designation
FLU Objective 4, Policy e	Allow non-residential uses in residential areas
FLU Objective 4, Policy (g)(6)	Commercial (C-1)
FLU Objective 6, Policy (b)(c)(d)	Compact Growth

The Commercial land use designation will provide for orderly growth and development at a scale and

ATTACHMENT #2

character consistent with the US Highway 441 corridor and consistent with the comprehensive plan planning principles and land development regulations. The amendment will also further the City's goals in providing commercial needs through 2045.

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Table 1 – Maximum Development Analysis

Ordinance #	Acres	Existing Land Use	Existing Intensity of Development	Proposed City Land Use	Net Change in Development Potential
Rokelray, LLC	4.54 +/-	Regional Commercial	3.0 FAR (593,287 SF) 59 MF Units Residential – 1 unit per 10,000 SF	Commercial .25 FAR (49,440 SF) 12 units/acre 54 MF Units	-543,847 SF - 5 MF Units
TOTAL	4.54 +/-				-543,847 SF - 5 MF Units

Existing Regional Commercial – 3.0 FAR pursuant to FLU Policy 1-1.3.7

Proposed Commercial –0.25 FAR pursuant to FLU Objective 4, Policy (g)(6)

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Table 2 – Water Analysis

Ordinance #	Acres	Existing Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						2.13 mgpd
Rokelray, LLC	4.54 +/-	Regional Commercial 3.0 FAR 59 MF Units	Commercial 0.25 FAR	49,440 SF 54 MF Units	0.08	
						2.05 mgpd

Water demand was calculated at 350 gallons per ERU pursuant to City's LOS standard.
Commercial based on 60,000 gallons per day as an average

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Table 3 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	WasteWater Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						1.26
Rokelray, LLC	4.54 +/-	Regional Commercial 3.0 FAR 59 MF Units	Commercial – C1 0.25 FAR	49,440 SF 54 MF Units	0.08	
						1.18 mgpd

Wastewater demand calculated at 300 gallons per ERU pursuant to the City's LOS standard.

Commercial based on 60,000 gallons per day as an average

Figure 1

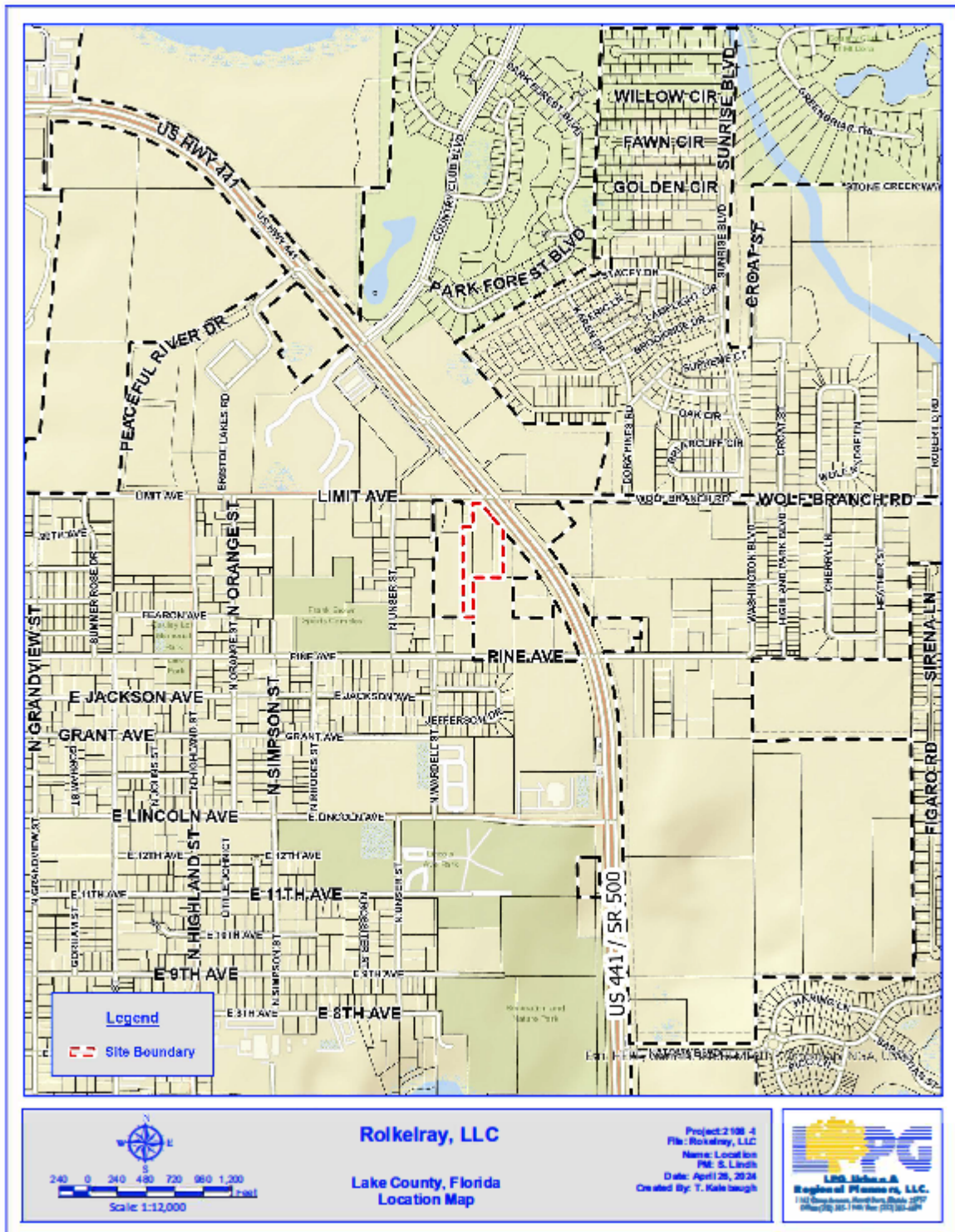


Figure 2

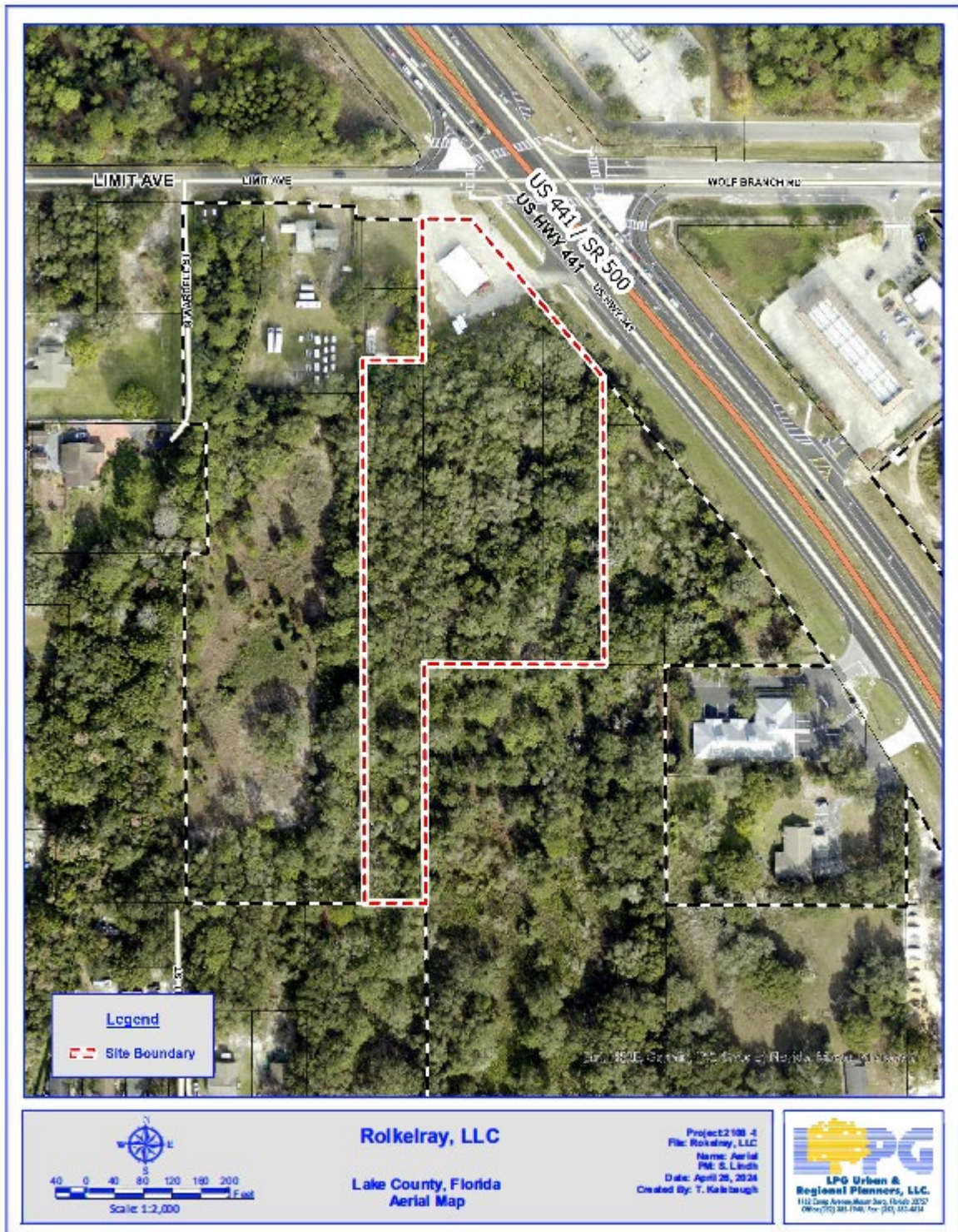


Figure 3

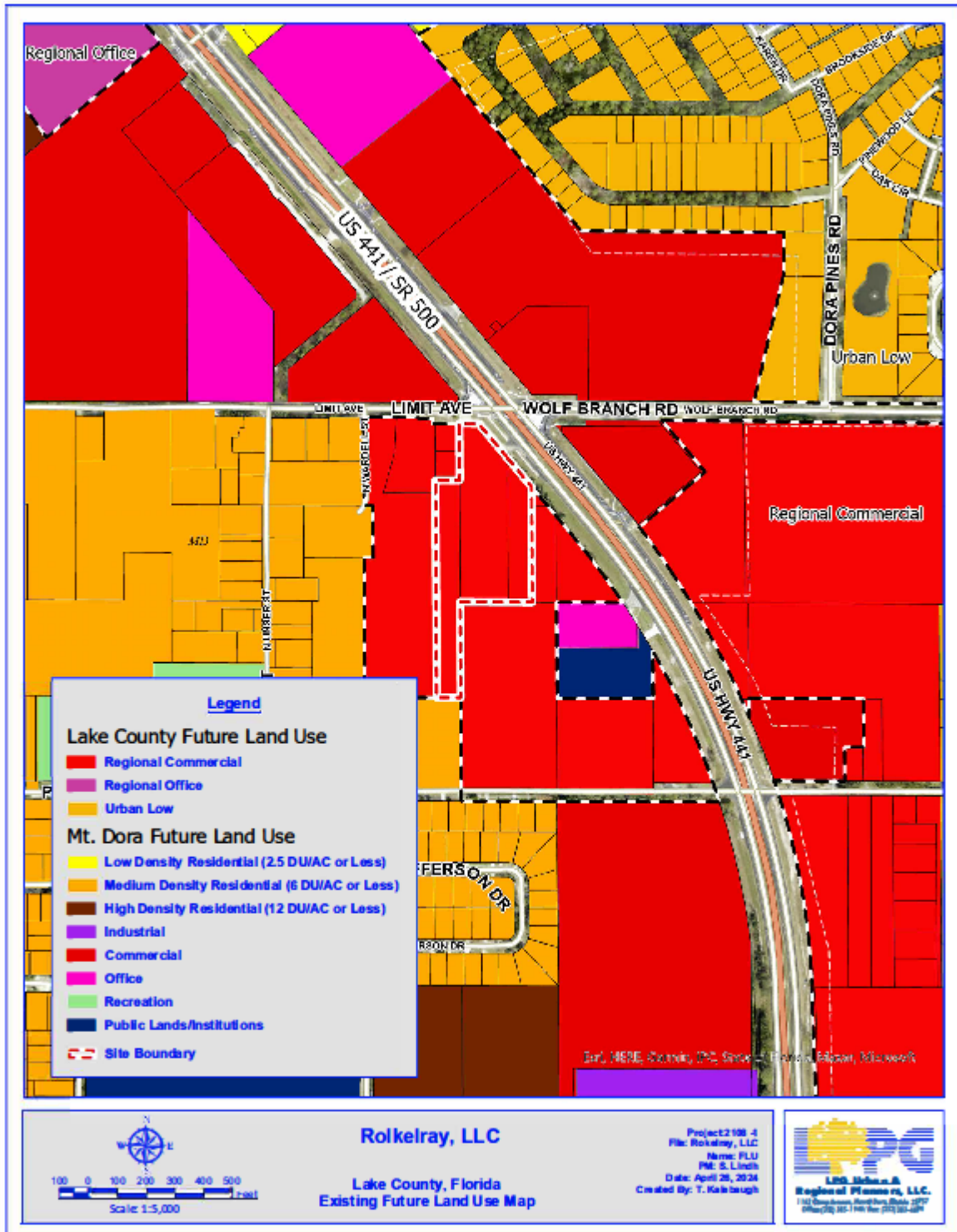


Figure 4

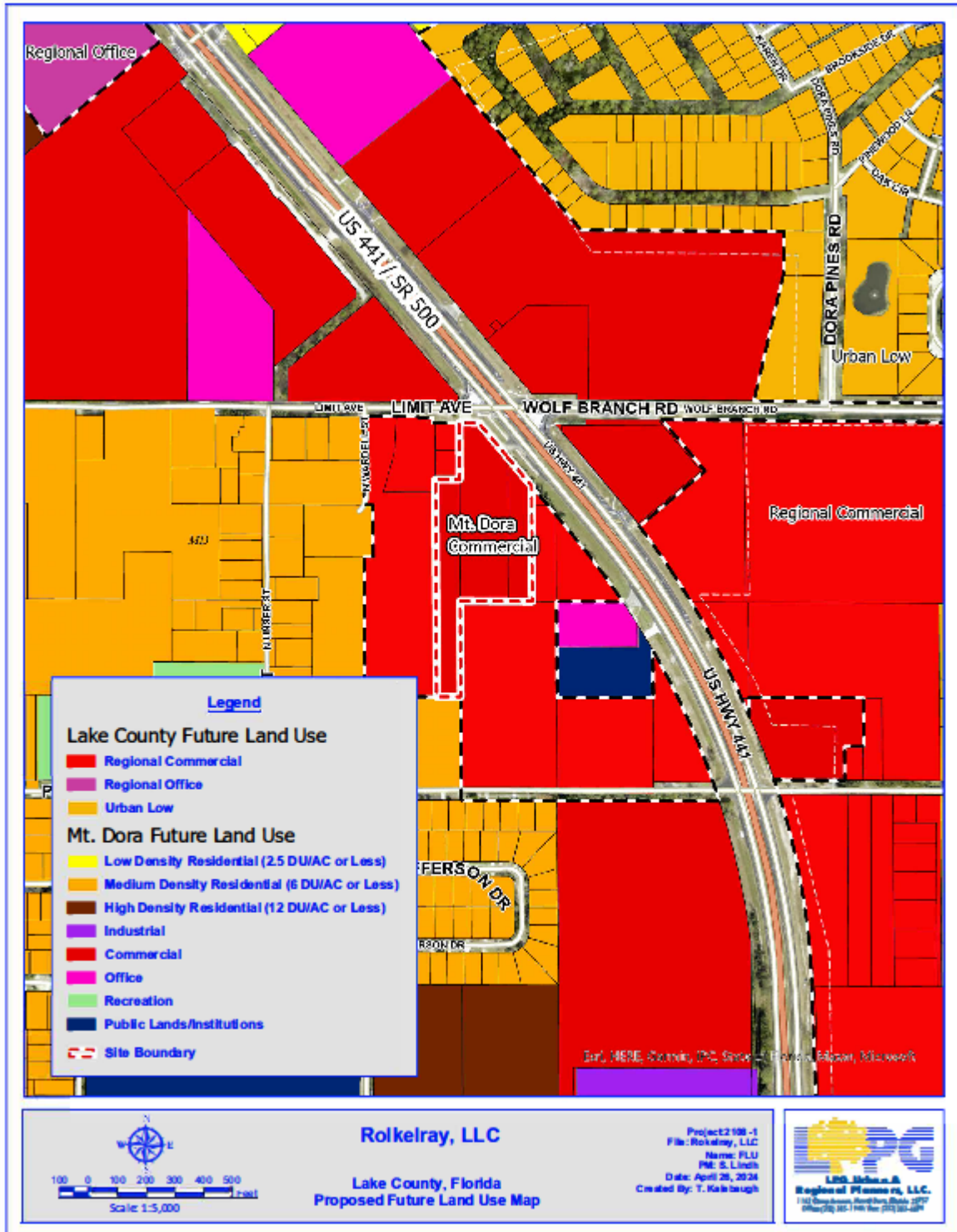


Figure 5



Figure 6



Figure 7



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APPENDIX A

See Attached Walsh Traffic Engineering TIA

ATTACHMENT #2

APPENDIX B

See Attached Universal Environmental Assessment

APPENDIX C

Heather Urwiller

From: Vovsi, Eman M. <Eman.Vovsi@dos.fl.gov>
Sent: Wednesday, May 1, 2024 3:55 PM
To: Sherie Lindh
Subject: RE: Master File Search
Attachments: Template_102.pdf

You don't often get email from eman.vovsi@dos.fl.gov. [Learn why this is important](#)

Conducted; no cultural resources detected

From: Sherie Lindh <sherie@lpgurp.com>
Sent: Wednesday, May 1, 2024 1:55 PM
To: Vovsi, Eman M. <Eman.Vovsi@dos.fl.gov>
Cc: Michael <MichaelR@lpgurp.com>
Subject: Master File Search

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

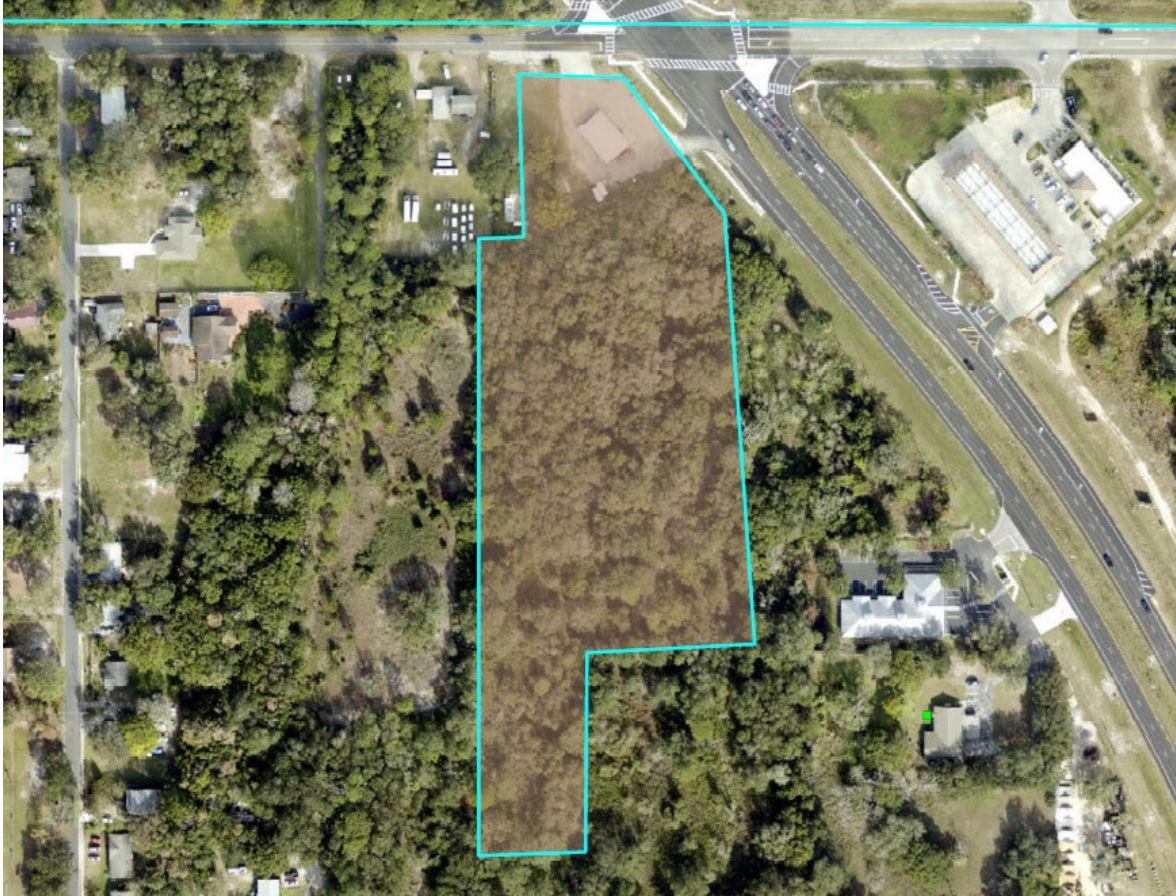
Good afternoon,

Can you please conduct a search of the master file. The subject 4.54 ± acre site is located within Section 29, Township 19, Range 27, Lake County, Florida (See attached). The site is located west of US Highway 441 and south of Liberty Ave. Should you have any questions, please contact our office.

Thanks,
Sherie



ATTACHMENT #2





CITY OF
MOUNT
DORA

FLUM24-01

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

**FUTURE LAND USE MAP
AMENDMENT SMALL-SCALE
(50 ACRES OR LESS) APPLICATION**

Date : May 28, 2024 Project Name: Ironcrest Capital, LLC

1. Applicant's Name: Michael Rankin, Managing Member
Company's Name: LPG Urban and Regional Planners, LLC
Address: 1162 Camp Ave.
City, State & Zip: Mount Dora, FL 32757
Phone: 352-385-1940 E-mail: MichaelR@lpgurp.com

2. Owner's Name: Roland Magyar, Member
Company's Name: Rolkelray, LLC
Address: 635 E Livingston St.
City, State & Zip: Orlando, FL 32803
Phone: 407-446-6537 E-mail: rmagyar@att.net

3. The property generally located and list adjacent streets: West of US Hwy. 441 and south of Limit Ave.

4. The address(s) of the property: US Highway 441

5. Size of property in Acres: 4.54 Square Feet: 197,762

6. Current Zoning District: Lake County Neighborhood Commercial (C-1)

7. Requested Zoning District: City of Mount Dora Neighborhood Commercial (C-1)
(Separate application required for change in zoning district)

8. Future Land Use Category : Regional Commercial

9. Requested Future Land Use Category: Commercial

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10. Present use and structures on the property (list number of residential dwelling units):

Vacant

11. Building Size Existing: **N/A** Proposed: _____

12. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	Commercial	C-3	Undeveloped
South	County	Regional Commercial	C-1	Undeveloped
East	County/City	Regional Commercial/Office/Pub	C-1/OP/PLI	Professional Offices, Church
West	County	Regional Commercial	C-1	Store/Residence and Undeveloped

(districts/categories may be abbreviated)

13. Present use and structures on the property (list number of residential dwelling units):

Vacant

14. Proposed use of property: **Neighborhood Commercial Uses**

15. List the specific Comprehensive Plan Policy that allows proposed use: _____

Objective 1(4)(g)(6)

16. State the reason for this request: **Annexation requires assigned land use**

Commercial land use is compatible with existing and proposed land use

17. Describe changed condition justifying the amendment: **Annexation**

18. Describe whether and how the proposed amendment is consistent with the City of Mount Dora's Comprehensive Plan: **See attached**

19. Describe the extent to which the proposed amendment is compatible with existing land uses: **Existing land uses are regional commercial, commercial, office and public lands. The proposed land use is commercial which is consistent with adjacent land uses whether within the city or county**

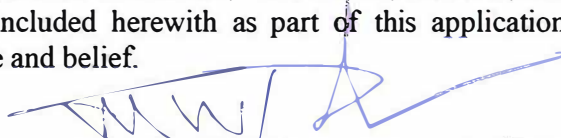
ATTACHMENT #2

20. Describe the extent to which the proposed amendment affects the capacities of public facilities and services: See Attached
21. Describe the extent of environmental impacts on the resources of proposed amendment:
See Attached
22. Describe the extent to which the proposed amendment will result in an orderly and logical development pattern: Urban development with centralized utilities are available and the site would be
considered infill development and results in an orderly and logical development pattern as the area is designated as Commercial

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Michael Rankin, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.



Signature of Applicant

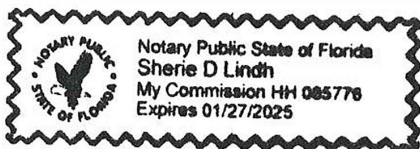
Michael Rankin

Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 19th day of June
2024 by Michael Rankin who is personally known to me or who has
produced _____ as identification and who did _____ or did
not ☒ take an oath.

SEAL:





Notary Public

Sherie D. Lindh

Print or Type Name

SUBMITTAL CHECKLIST

Collate submittal requirements into four (4) individual packages (includes one original package). Also, provide electronic copies (PDF) of the application and all support documents listed below (copied to a CD). [Incomplete submittals will not be accepted]

The following items must be submitted:

1. Application Fee: **\$2,500.00**

*Resubmital Fee: If substantial revisions are required as determined by the development review committee, all planning, zoning, and development applications shall be submitted within 60 days from the development review committee meeting at which the recommendations were made. After the 60 day time-frame a new application fee is required prior to any further city review.

Additional costs incurred by the city engineer, city attorney, or outside consultants shall be billed directly to the applicant.

2. Completed application (signed and notarized affidavit)
3. List the owner's names and mailing addresses for all property lying within 300 feet surrounding the property, as recorded on the latest Official Tax Rolls. Lake County Property Appraisers. Provide written list (see attached) and provide list in Excel Spread Sheet Format and copy Excel spread sheet to CD with submittal packet.
4. The Property Card(s) from the Lake County Property Appraiser's office.
5. Both County and City Future Land Use and Zoning Maps.
6. Proof of ownership (warranty deed or title certificate).
7. Boundary Survey signed and sealed (recent, accurate survey showing all existing improvements on the property and certified by the surveyor, drawn to engineering scale). Plus seven (1) extra copies of the boundary survey for the remaining packets. Include one reduced survey copy not larger than 11" x 17" paper size, if the original survey is prepared on a large size paper.
8. Legal description of the property to be annexed in MS Word format (include in CD or email to staff).
9. Provide method of providing services including water, sewer, roads, and drainage.
10. Provide justification for the proposal in relation to the Comprehensive Plans of the City and the County.
11. Owner authorization letter, notarized from the owner(s), designating the applicant/party to act on their behalf.

ATTACHMENT #2

12. Two (2) copies of Traffic Impact Analysis, signed and sealed. Plus a PDF copy to CD.

PROCEDURES

1. Application Submittal Due Date: Completed application form with support documents must be submitted on or before the first Monday on any month.

***** Incomplete submittals will not be accepted*****

2. Following complete submittal, the application will be scheduled for the next available Development Review Committee (DRC) meeting for review and comment.
3. Following DRC review, the application will be forwarded to the Local Planning Agency (LPA) for review and recommendation at their next available meeting.
4. The LPA will review the application and make recommendations to the City Council at their next available meeting.
5. The City Council shall review the application and all pertinent recommendations and hold hearing for second reading, if action is taken.
6. The City Council approves or disapproves proposed amendment.
7. Amendments become effective 31 days after final action, provided that the amendment is not challenged in a timely manner.

7/7/2021

SURROUNDING OWNERS LIST

List the owner's names and mailing addresses for all property lying within 300 feet surrounding the property, as recorded on the latest Official Tax Rolls. Property owners obtained from the Lake County Property Appraisers web site. Provide a written list (see below). Also provide the owners list in Excel Spread Sheet Format and copy to CD with submittal packet.

See Attached List

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Note: Hearing Notifications (Mailings): The applicant shall pay, as part of the application fee, mailings to surrounding owners for the initial 200 notices. The applicant shall reimburse the City the mailing cost for all notices over 201 and for any subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling of any hearing. Such cost shall be billed directly to the applicant.

ATTACHMENT #2

ROLKELRAY, LLC ADJACENT PROPERTY OWNERS

Rokel, Inc.
1541 Sunset Circle
Mount Dora, FL 32757-953

Christopher Shipley, PA
2110 US Highway 441
Mount Dora, FL 32757

Robert Scott
2060 Highland Park Blvd.
Mount Dora, FL 32757

Elbert Harris
1309 Golf Point Loop
Apopka, FL 32712

Lueberthay McGee
2056 NW 55th Blvd., Apt B 11
Gainesville, FL 32653

Sharon Johnson
1720 N Unser St.
Mount Dora, FL 32757

Willaim Farmer
1 Savannah Square Dr., Unit 81
Savannah, GA 31406

Silvia Harris
2020 N Unser St.
Mount Dora, FL 32757

Army of Christ
P.O. Box 677
Mount Dora, FL 32756-0677

Samantha Tyler
1501 E. Pine Ave.
Mount Dora, FL 32757

CFL-SFR, LLC
7958 Via Dellagio Way, Ste 304
Orlando, FL 32819

Keda Properties
433 Lime Ave.
Daytona Beach, FL 32124

Albert Larry
1999 N. Wardell St.
Mount Dora, FL 32757

AJK, Inc.
P.O. Box 1751
Apopka, FL 32704-175

ARC LWAUGGA001, LLC
11995 EL Camino Real
San Deigo, CA 92130-253

Dora Pines Land Trust
3600 N Highway 19A
Mount Dora, FL 32757-342

Racetrac Petroleum, Inc.
P.O. Box 2437
Smyrna, GA 30081-243

PROPERTY RECORD CARD

General Information

Name:	ROLKELRAY LLC	Alternate Key:	1447127
Mailing Address:	635 E LIVINGSTON ST ORLANDO, FL 32803 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001-000-01200
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	US HIGHWAY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	W 1/2 OF E 1/4 OF NW 1/4 OF NE 1/4 OF NE 1/4, S OF HWY ORB 6291 PG 1117		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		11162.000	Square Feet	\$89,140.00	\$89,140.00
2	VACANT COMMERCIAL (1000)	0	0		26582.000	Square Feet	\$28,305.00	\$28,305.00
				Click here for Zoning Info ⓘ FEMA Flood Map				

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6291 / 1117	02/2024	Warranty Deed	Unqualified	Vacant	\$100.00
5927 / 1937	12/2021	Trustees Deed	Unqualified	Vacant	\$100.00
5107 / 1930	03/2018	Warranty Deed	Unqualified	Vacant	\$100.00
4516 / 892	08/2014	Warranty Deed	Unqualified	Vacant	\$100.00
1121 / 2403	07/1991	Warranty Deed	Qualified	Vacant	\$32,800.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

September 17, 2024 City Council Regular Session Agenda Packet

Page 686 of 816

ATTACHMENT #2

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$117,445	\$117,445	\$117,445	5.0364	\$591.50
SCHOOL BOARD STATE	\$117,445	\$117,445	\$117,445	3.2080	\$376.76
SCHOOL BOARD LOCAL	\$117,445	\$117,445	\$117,445	2.9980	\$352.10
LAKE COUNTY WATER AUTHORITY	\$117,445	\$117,445	\$117,445	0.2940	\$34.53
NORTH LAKE HOSPITAL DIST	\$117,445	\$117,445	\$117,445	0.1500	\$17.62
ST JOHNS RIVER FL WATER MGMT DIST	\$117,445	\$117,445	\$117,445	0.1793	\$21.06
LAKE COUNTY MSTU STORMWATER	\$117,445	\$117,445	\$117,445	0.4957	\$58.22
LAKE COUNTY MSTU AMBULANCE	\$117,445	\$117,445	\$117,445	0.4629	\$54.37
LAKE COUNTY VOTED DEBT SERVICE	\$117,445	\$117,445	\$117,445	0.0918	\$10.78
LAKE COUNTY MSTU FIRE	\$117,445	\$117,445	\$117,445	0.5138	\$60.34
				Total: 13.4299	Total: \$1,577.28

Exemptions Information**This property is benefitting from the following exemptions with a checkmark ✓**

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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PROPERTY RECORD CARD

General Information

Name:	ROLKELRAY LLC	Alternate Key:	1447160
Mailing Address:	635 E LIVINGSTON ST ORLANDO, FL 32803 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001-000-01300
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	20010 US HIGHWAY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	W 1/2 OF E 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 ORB 6291 PG 1171		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		39075.000	Square Feet	\$312,053.00	\$312,053.00
2	VACANT COMMERCIAL (1000)	0	0		57725.000	Square Feet	\$61,466.00	\$61,466.00

[Click here for Zoning Info](#) ⓘ [FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6291 / 1117	02/2024	Warranty Deed	Unqualified	Vacant	\$100.00
5927 / 1937	12/2021	Trustees Deed	Unqualified	Vacant	\$100.00
5107 / 1930	03/2018	Warranty Deed	Unqualified	Vacant	\$100.00
4516 / 892	08/2014	Warranty Deed	Unqualified	Vacant	\$100.00
895 / 973	10/1986	Personal Rep Deed	Unqualified	Improved	\$1.00
895 / 971	10/1986	Personal Rep Deed	Unqualified	Improved	\$1.00
737 / 951	04/1979	Personal Rep Deed	Unqualified	Improved	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

ATTACHMENT #2

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$373,519	\$373,519	\$373,519	5.0364	\$1,881.19
SCHOOL BOARD STATE	\$373,519	\$373,519	\$373,519	3.2080	\$1,198.25
SCHOOL BOARD LOCAL	\$373,519	\$373,519	\$373,519	2.9980	\$1,119.81
LAKE COUNTY WATER AUTHORITY	\$373,519	\$373,519	\$373,519	0.2940	\$109.81
NORTH LAKE HOSPITAL DIST	\$373,519	\$373,519	\$373,519	0.1500	\$56.03
ST JOHNS RIVER FL WATER MGMT DIST	\$373,519	\$373,519	\$373,519	0.1793	\$66.97
LAKE COUNTY MSTU STORMWATER	\$373,519	\$373,519	\$373,519	0.4957	\$185.15
LAKE COUNTY MSTU AMBULANCE	\$373,519	\$373,519	\$373,519	0.4629	\$172.90
LAKE COUNTY VOTED DEBT SERVICE	\$373,519	\$373,519	\$373,519	0.0918	\$34.29
LAKE COUNTY MSTU FIRE	\$373,519	\$373,519	\$373,519	0.5138	\$191.91
				Total:	Total:
				13.4299	\$5,016.31

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	ROLKELRAY LLC	Alternate Key:	1447178
Mailing Address:	635 E LIVINGSTON ST ORLANDO, FL 32803 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001-000-01401
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	N WARDELL ST MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	E 83.5 FT OF N 3/4 OF W 1/4 OF NE 1/4 OF NE 1/4--LESS N 244.17 FT-- - ORB 6291 PG 1117		

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Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		1.460	Acre	\$16,060.00	\$16,060.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6291 / 1117	03/2024	Warranty Deed	Unqualified	Vacant	\$100.00
5927 / 1937	12/2021	Trustees Deed	Unqualified	Vacant	\$100.00
5107 / 1930	03/2018	Warranty Deed	Unqualified	Vacant	\$100.00
4516 / 892	08/2014	Warranty Deed	Unqualified	Vacant	\$100.00
895 / 973	10/1986	Personal Rep Deed	Unqualified	Vacant	\$1.00
895 / 971	10/1986	Personal Rep Deed	Unqualified	Vacant	\$1.00
737 / 951	12/1979	Personal Rep Deed	Unqualified	Vacant	\$1.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

September 17, 2024 City Council Regular Session Agenda Packet

Page 692 of 816

ATTACHMENT #2

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

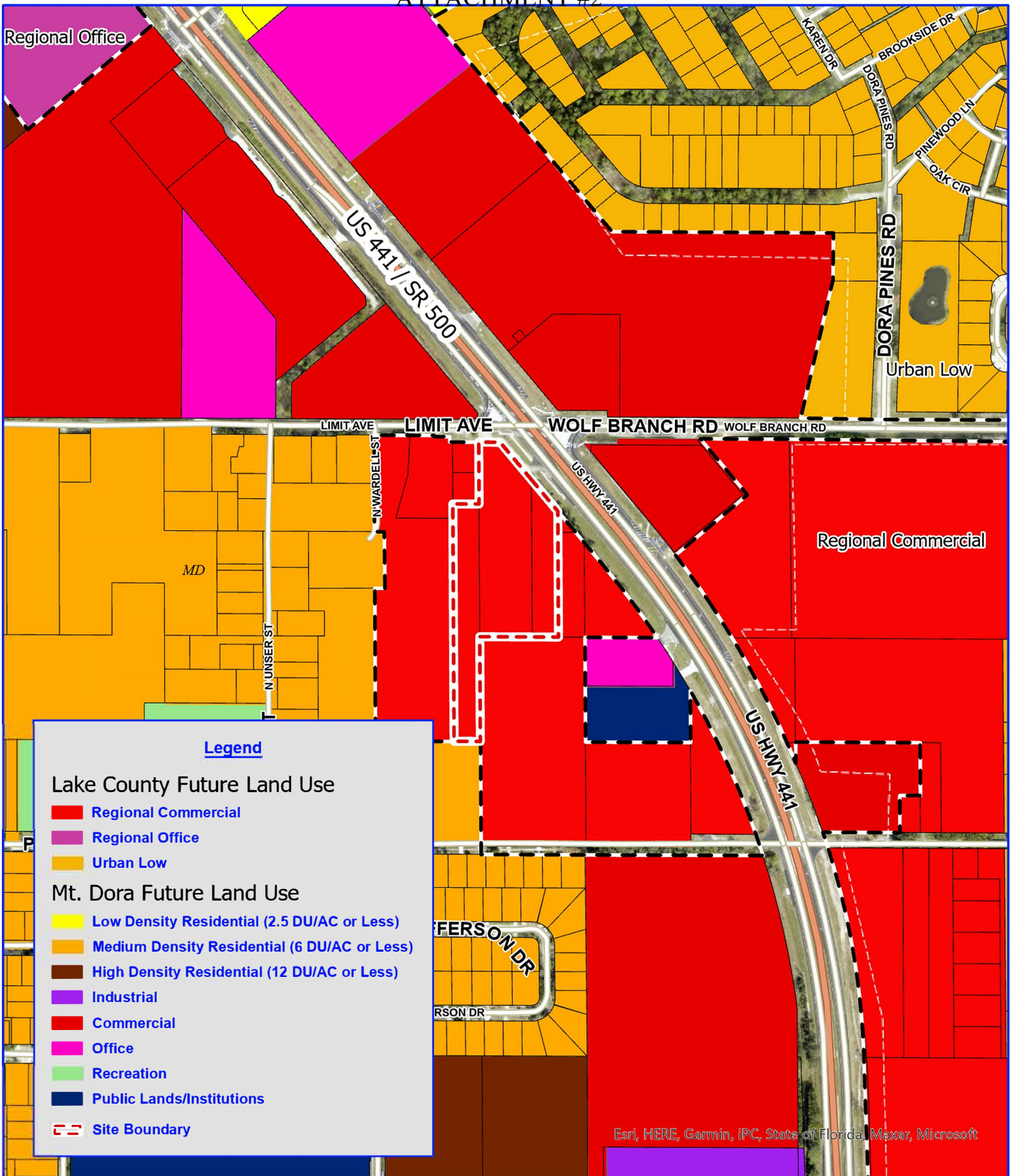
Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$16,060	\$16,060	\$16,060	5.0364	\$80.88
SCHOOL BOARD STATE	\$16,060	\$16,060	\$16,060	3.2080	\$51.52
SCHOOL BOARD LOCAL	\$16,060	\$16,060	\$16,060	2.9980	\$48.15
LAKE COUNTY WATER AUTHORITY	\$16,060	\$16,060	\$16,060	0.2940	\$4.72
NORTH LAKE HOSPITAL DIST	\$16,060	\$16,060	\$16,060	0.1500	\$2.41
ST JOHNS RIVER FL WATER MGMT DIST	\$16,060	\$16,060	\$16,060	0.1793	\$2.88
LAKE COUNTY MSTU STORMWATER	\$16,060	\$16,060	\$16,060	0.4957	\$7.96
LAKE COUNTY MSTU AMBULANCE	\$16,060	\$16,060	\$16,060	0.4629	\$7.43
LAKE COUNTY VOTED DEBT SERVICE	\$16,060	\$16,060	\$16,060	0.0918	\$1.47
LAKE COUNTY MSTU FIRE	\$16,060	\$16,060	\$16,060	0.5138	\$8.25
				Total: 13.4299	Total: \$215.67

Exemptions Information**This property is benefitting from the following exemptions with a checkmark ✓**

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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Property data updated nightly.
Site Notice



Legend

Lake County Future Land Use

- Regional Commercial
- Regional Office
- Urban Low

Mt. Dora Future Land Use

- Low Density Residential (2.5 DU/AC or Less)
- Medium Density Residential (6 DU/AC or Less)
- High Density Residential (12 DU/AC or Less)
- Industrial
- Commercial
- Office
- Recreation
- Public Lands/Institutions
- Site Boundary



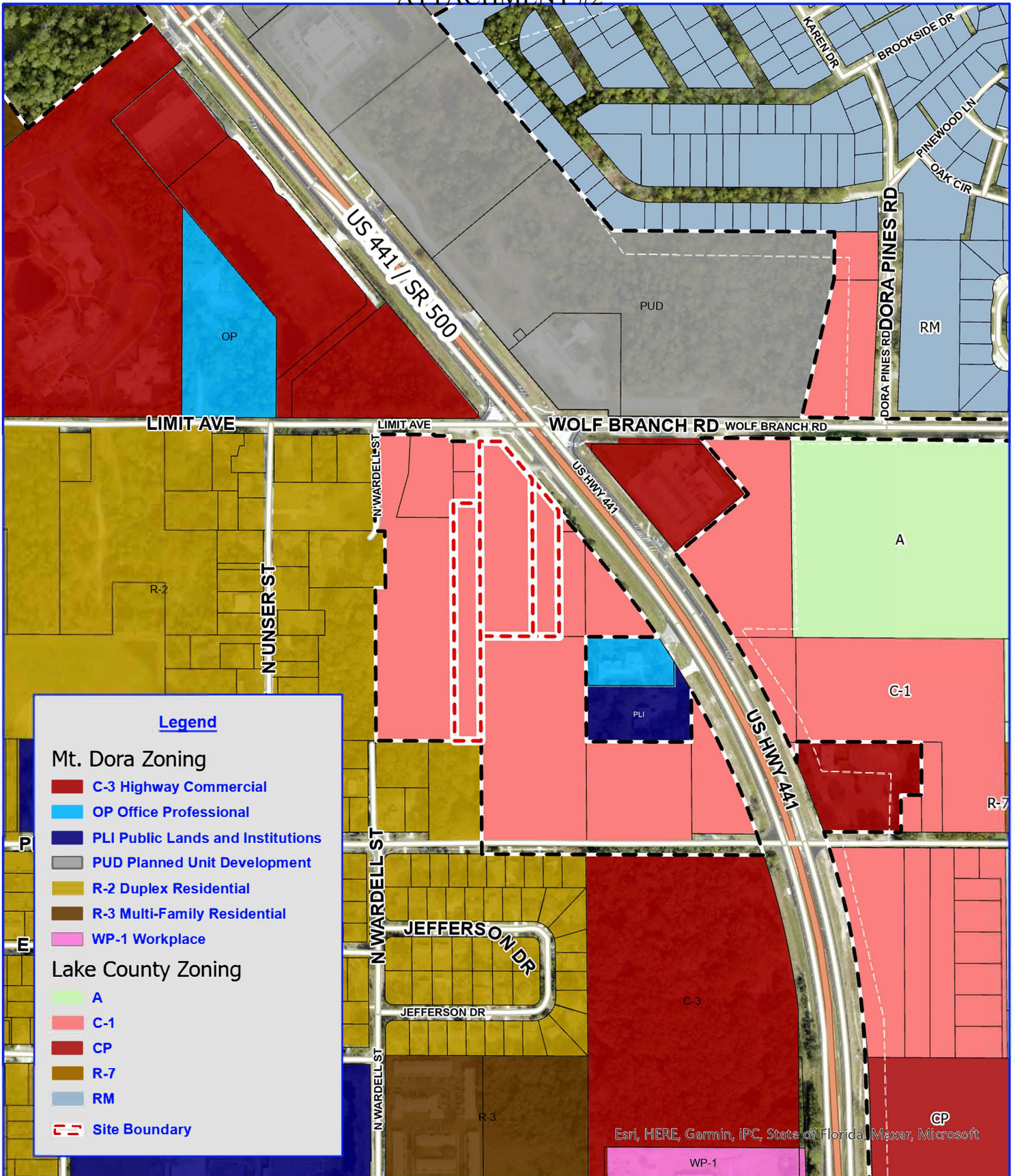
100 0 100 200 300 400 500 Feet
Scale: 1:5,000

Rolkelray, LLC

**Lake County, Florida
Existing Future Land Use Map**

Project: 2108 -1
File: Rolkelray, LLC
Name: FLU
PM: S. Lindh
Date: April 26, 2024
Created By: T. Kalebaugh





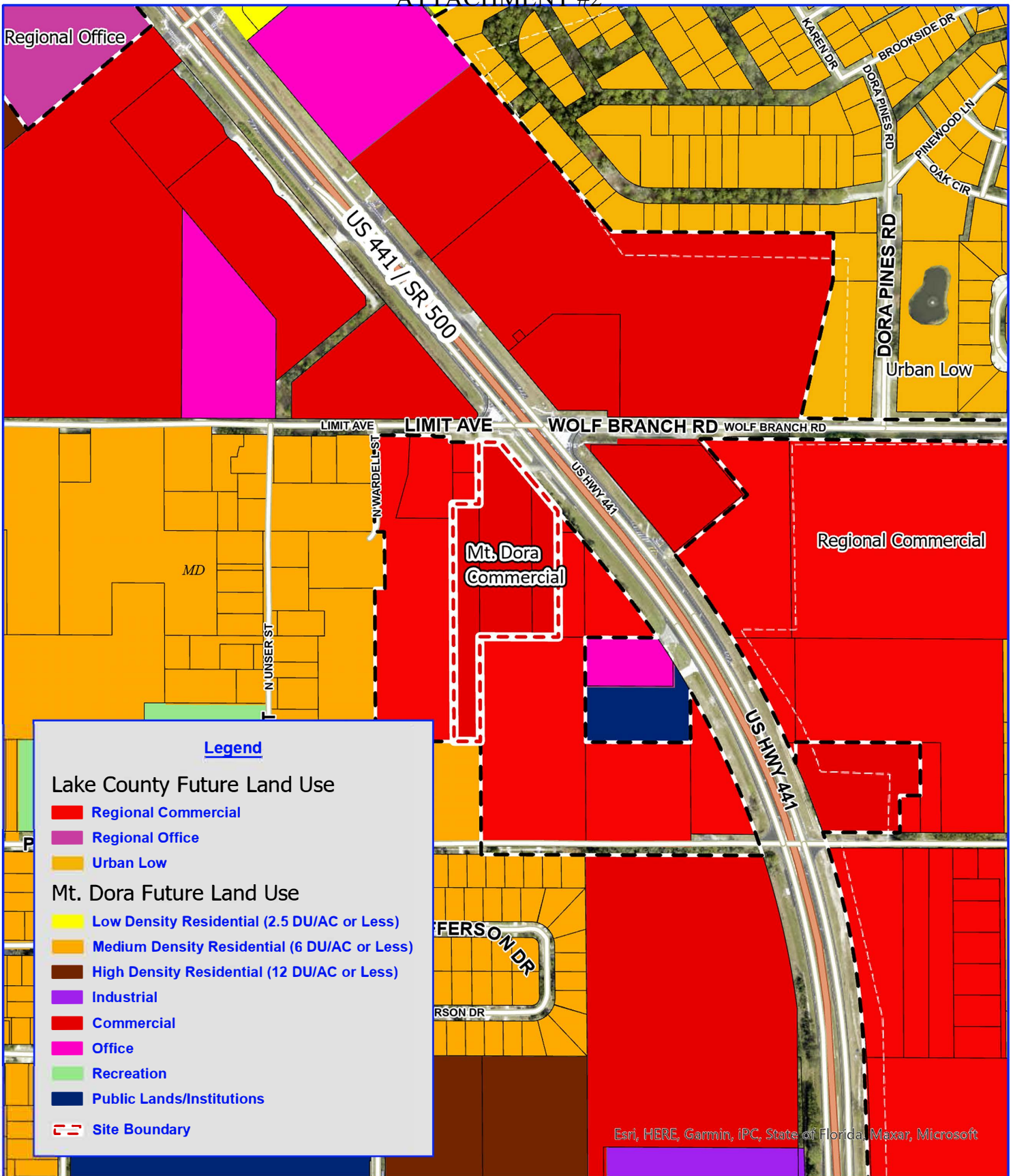
100 0 100 200 300 400 500 Feet
Scale: 1:5,000

Rolkelray, LLC

**Lake County, Florida
Existing Zoning Map**

Project: 2108 -1
File: Rolkelray, LLC
Name: Zoning
PM: S. Lindh
Date: April 26, 2024
Created By: T. Kalebaugh





Esri, HERE, Garmin, IPC, State of Florida, Maxar, Microsoft

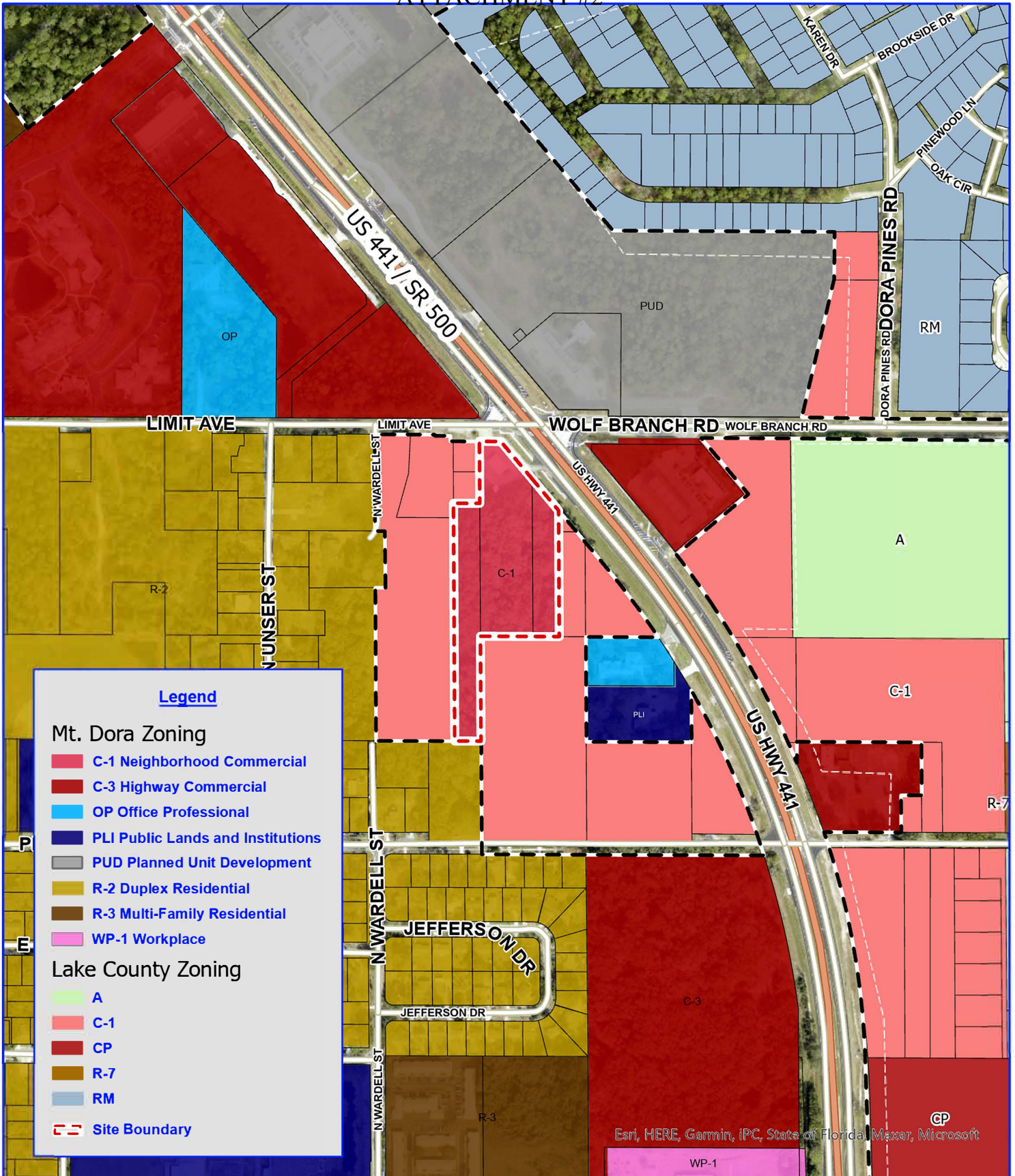


100 0 100 200 300 400 500 Feet
Scale: 1:5,000

Rolkelray, LLC
Lake County, Florida
Proposed Future Land Use Map

Project: 2108 -1
File: Rolkelray, LLC
Name: FLU
PM: S. Lindh
Date: April 26, 2024
Created By: T. Kalebaugh





100 0 100 200 300 400 500 Feet
Scale: 1:5,000

Rolkelray, LLC

**Lake County, Florida
Proposed Zoning Map**

Project: 2108 -1
File: Rolkelray, LLC
Name: Zoning
PM: S. Lindh
Date: April 26, 2024
Created By: T. Kalebaugh



This Warranty Deed was prepared by)
Matthew T. Wasinger, Esquire*)
Wasinger Law Office, PLLC)
605 E. Robinson, Suite 730)
Orlando, FL 32801)
Fla. Bar No.: 57873)
Send future tax bills to:)
635 E. Livingston St.)
Orlando, FL 32803) *This space is for recording use only.*

Warranty Deed

**Deed prepared without benefit of title*

THIS WARRANTY DEED, made February 27, 2024, between **Roland D. Magyar, a married man, Individually, and Roland D. Magyar and Kelly M. Magyar, as co-Trustees of the Magyar Family Revocable Trust dated March 16, 2018** (Grantor(s)) with an address of 635 E. Livingston St., Orlando, FL 32803, in consideration of \$1.00 and other good and valuable consideration to Grantor paid, the receipt of which is acknowledged, does hereby remise, grant, bargain, sell, alien, release, convey and confirm to **ROLKELRAY LLC, a Florida Limited Liability Corporation**("Grantees"), with an address of 635 E. Livingston St., Orlando, FL 32803, all right, title and interest of Grantor, if any, in and to the following real estate:

Legal Descriptions:

Parcel 1: THAT PART OF THE WEST 1/2 OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST IN LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF U.S. HIGHWAY 441.
Parcel Identification Number: 29-19-27-0001-0000-1200

Parcel 2: THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA. Parcel Identification Number: 29-19-27-0001-0000-1300

Parcel 3:THE EAST 83.5 FEET OF THE NORTH 3/4 OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST, EXCEPT THAT PORTION SOLD TO WILLIE BURNS AND FLORENCE BURNS, HIS WIFE, AS RECORDED IN OFFICIAL RECORDS BOOK 232, PAGE 222, AND EXCEPT THAT PORTION SOLD TO AMOS RANSON AND MAGGIE RANSON, HIS WIFE, AS RECORDED IN OFFICIAL RECORDS BOOK 276, PAGE 570. Parcel Identification Number: 29-19-27-0001-0000-1401

TO HAVE AND TO HOLD the same, together with all singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the first party, either in law or in equity, to the only proper use, benefit, and behalf of the second party forever. Subject to real estate taxes and assessments for the current year and subsequent years. Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any, and also to

ATTACHMENT #2

applicable zoning, land use and other laws and regulations, as well as all terms, provisions, conditions, rights, privileges, obligations, easements, and liens set forth and contained in the PLAN, and all interests therein referred to as may be subsequently amended.

TO HAVE AND TO HOLD the same in fee simple AND grantors covenant with grantees that grantor has good right and lawful authority to convey the land; that grantors fully warrants the title to the land and will defend the same against the lawful claims of all persons whomsoever. Grantors represent and covenants that the land does NOT constitute their homestead under the constitution of the State of Florida.

Representations of Trustee. I represent to you that: a) I/We am/are duly appointed and qualified to act as Trustee under the Trust Identified in paragraph 1; b) in all things preliminary to and in and about this conveyance of the Real Property, the terms and conditions of such Trust have been met; and c) I/We have the power and authority to execute this Deed.

**Pursuant to Florida Administrative Rule 12B-4.013(21) there is no outstanding mortgage, and as such, no documentary stamp taxes are due or owing on same.*

IN WITNESS WHEREOF, this Warranty Deed is executed under seal on February 27, 2024. Signed, sealed and delivered in the presence of:

Carol Ann Justice
WITNESS Signature

Witness: Carol Ann Justice

Address:

605. E. Robinson St. Suite 730
Orlando, FL 32801

Erin L.E. Taddei
WITNESS Signature

Witness: Erin L.E. Taddei

Address:

605. E. Robinson St. Suite 730
Orlando, FL 32801

GRANTOR

Roland D. Magyar
Roland D. Magyar, Individually, and as co-Trustee of the Magyar Family Trust Dated March 16, 2018
Address: 635 E. Livingston St., Orlando, FL 32803

GRANTOR

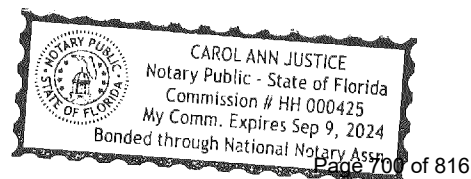
Kelly M. Magyar
Kelly M. Magyar, Co-Trustee of the Magyar Family Trust Dated March 16, 2018
Address: 635 E. Livingston St., Orlando, FL 32803

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this February 27, 2024, a Notary Public in and for the above state and county, personally appeared **Roland D. Magyar, Individually, and Roland D. Magyar and Kelly M. Magyar, as co-Trustees of the Magyar Family Revocable Trust dated March 16, 2018**, who is/are Personally known FL DL or produced identification ✓ (Type of Identification Produced FL DL) and proved to be the person(s) named in, and who executed the foregoing instrument, and being first duly sworn and subscribed, such person(s) acknowledged that they executed said instrument for the purposes therein contained as their free and voluntary act and deed.

Carol Ann Justice
NOTARY PUBLIC

My Commission Expires: _____



**Electronic Articles of Organization
For
Florida Limited Liability Company**

L24000078347
FILED 8:00 AM
February 13, 2024
Sec. Of State
tjhowell

Article I

The name of the Limited Liability Company is:

ROLKELRAY LLC

Article II

The street address of the principal office of the Limited Liability Company is:

635 E. LIVINGSTON ST.
ORLANDO, FL. 32803

The mailing address of the Limited Liability Company is:

635 E. LIVINGSTON ST.
ORLANDO, FL. 32803

Article III

The name and Florida street address of the registered agent is:

ROLAND D MAGYAR
635 E. LIVINGSTON ST.
ORLANDO, FL. 32803

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: /S/ROLAND D. MAGYAR

Article IV

The name and address of person(s) authorized to manage LLC:

Title: AMBR
ROLAND D MAGYAR
635 E. LIVINGSTON ST.
ORLANDO, FL. 32803

Title: AMBR
KELLY M MAGYAR
635 E. LIVINGSTON ST.
ORLANDO, FL. 32803

L24000078347
FILED 8:00 AM
February 13, 2024
Sec. Of State
tjhowell

Article V

The effective date for this Limited Liability Company shall be:

02/13/2024

Signature of member or an authorized representative

Electronic Signature: /S/MATTHEW WASINGER

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
ROLKELRAY LLC

Filing Information

Document Number	L24000078347
FEI/EIN Number	NONE
Date Filed	02/13/2024
Effective Date	02/13/2024
State	FL
Status	ACTIVE

Principal Address

635 E. LIVINGSTON ST.
ORLANDO, FL 32803

Mailing Address

635 E. LIVINGSTON ST.
ORLANDO, FL 32803

Registered Agent Name & Address

MAGYAR, ROLAND D
635 E. LIVINGSTON ST.
ORLANDO, FL 32803

Authorized Person(s) Detail

Name & Address

Title AMBR

MAGYAR, ROLAND D
635 E. LIVINGSTON ST.
ORLANDO, FL 32803

Title AMBR

MAGYAR, KELLY M
635 E. LIVINGSTON ST.
ORLANDO, FL 32803

Annual Reports

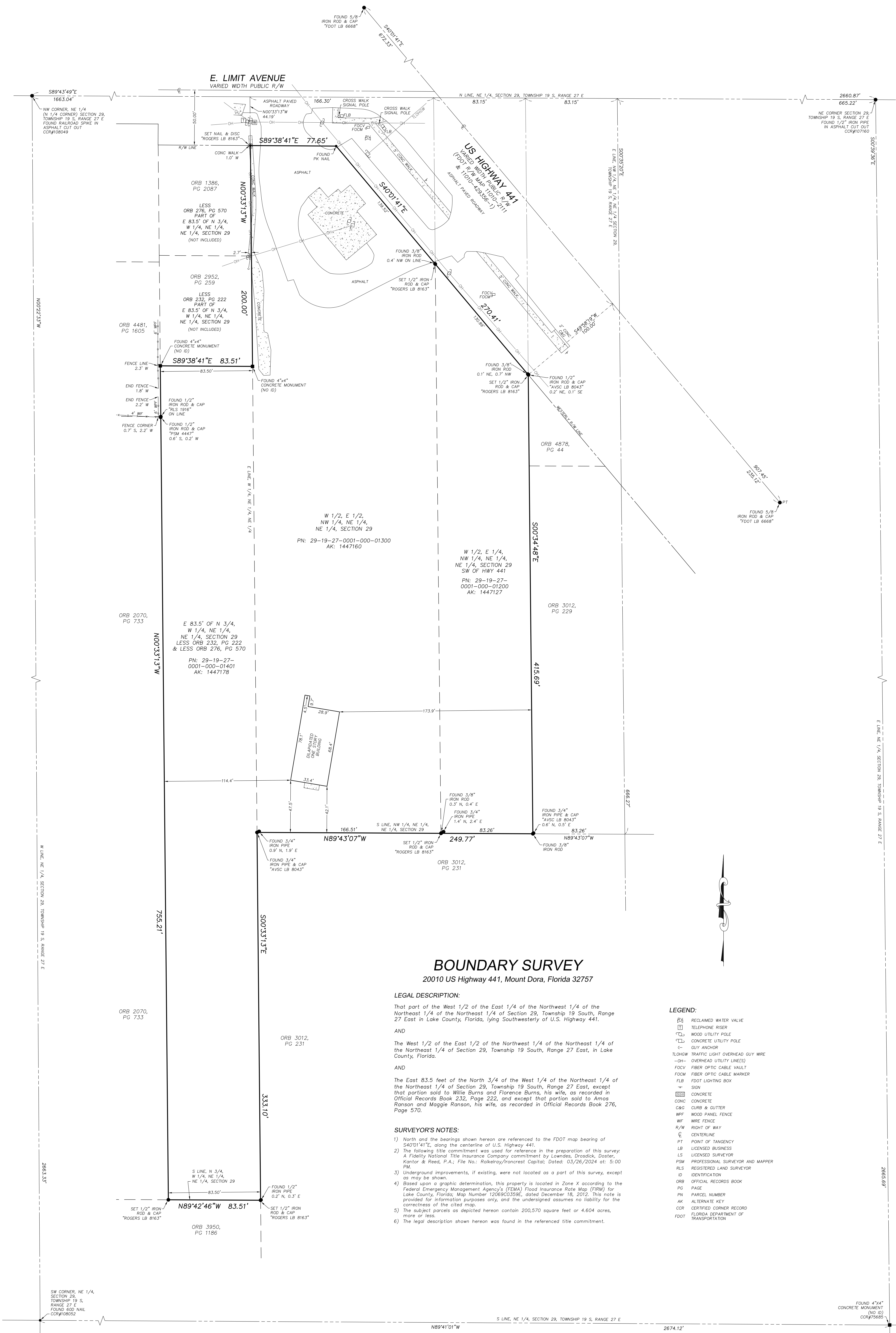
No Annual Reports Filed

Document Images

[02/13/2024 -- Florida Limited Liability](#)

[View image in PDF format](#)

Florida Department of State, Division of Corporations



BOUNDARY SURVEY
20010 US Highway 441, Mount Dora, Florida 32757

LEGAL DESCRIPTION:

That part of the West 1/2 of the East 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida, lying Southwesterly of U.S. Highway 441.

AND

The West 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida.

AND

The East 83.5 feet of the North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, except that portion sold to Willie Burns and Florence Burns, his wife, as recorded in Official Records Book 232, Page 222, and except that portion sold to Amos Ranson and Maggie Ranson, his wife, as recorded in Official Records Book 276, Page 570.

SURVEYOR'S NOTES:

- 1) North and the bearings shown hereon are referenced to the FDOT map bearing of S40°14'1"E, along the centerline of U.S. Highway 441.
- 2) The following title commitment was used for reference in the preparation of this survey: A Fidelity National Title Insurance Company commitment by Lowndes, Drosdick, Doster, Kantor & Reed, P.A.; File No.: Rakearay/Ironcrest Capital; Dated: 03/26/2024 at 5:00 PM.
- 3) Underground improvements, if existing, were not located as a part of this survey, except as may be shown.
- 4) Based upon a graphic determination, this property is located in Zone X according to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Lake County, Florida; Map Number 12089C0359E, dated December 18, 2012. This note is provided for information purposes only, and the undersigned assumes no liability for the correctness of the cited map.
- 5) The subject parcels as depicted hereon contain 200,570 square feet or 4.604 acres, more or less.
- 6) The legal description shown hereon was found in the referenced title commitment.

LEGEND:

- BS RECLAIMED WATER VALVE
- TR TELEPHONE RISER
- CU WOOD UTILITY POLE
- CL CONCRETE UTILITY POLE
- C- GUY ANCHOR
- TLOWGW TRAFFIC LIGHT OVERHEAD GUY WIRE
- OH- OVERHEAD UTILITY LINE(S)
- FOCV FIBER OPTIC CABLE VAULT
- FOCM FIBER OPTIC CABLE MARKER
- FLB FDOT LIGHTING BOX
- SM SIGN
- CONC CONCRETE
- CONC CONCRETE
- C&G CURB & GUTTER
- WPF WOOD PANEL FENCE
- WF WIRE FENCE
- R/W RIGHT OF WAY
- Q CENTERLINE
- PT POINT OF TANGENCY
- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- RLS REGISTERED LAND SURVEYOR
- ID IDENTIFICATION
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PN PARCEL NUMBER
- AK ALTERNATE KEY
- CCR CERTIFIED CORNER RECORD
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFIED TO:

Ironcrest Capital LLC
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Fidelity National Title Insurance Company

BRIAN S. ROGERS, PSM ♦ LS 7067
FLORIDA LICENSED SURVEYOR AND MAPPER

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. WHEN ELECTRONICALLY SIGNED AND SEALED, PRINTED COPIES ARE NOT CONSIDERED SIGNED AND SEALED, AND THE SIGNATURE AND SEAL MUST BE VERIFIED ON AN ELECTRONIC COPY OF THIS SURVEY.



ROLKELRAY, LLC
SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
JUNE 2024

Prepared By:

LPG Urban & Regional Planners, LLC.
1162 Camp Avenue
Mt. Dora, Florida 32757
(352) 385-1940

ATTACHMENT #2

Small Scale Comprehensive Plan Amendment Rolkelray, LLC

Executive Summary

The proposed small scale comprehensive plan amendment consists of 4.54 ± acres (Alternate Key #'s 1447178, 1447160, and 1447127) and is located south of Limit Avenue and west of US Highway 441 (Figures 1 and 2). The site is also located within the City's Utility Service Area and the Joint Planning Area.

The site is designated as Regional Commercial on the Lake County Future Land Use Map (Figure 3). It is proposed to designate the site as City of Mount Dora Commercial (Figure 4). The Lake County Regional Commercial category allows for a floor area ratio (FAR) of 3.0 and an impervious surface ratio (ISR) of 0.75 per Lake County FLU Policy 1-1.3.7. This category allows for a variety of commercial uses, office and limited light industrial uses which occur within an enclosed building. Multi-family is allowed at 1 MF du per 10,000 SF of commercial space. Under this category the maximum development scenario results in 593,287 square feet of commercial and a maximum multi-family residential of 59 units (Table 1).

The proposed Commercial land use allows a maximum FAR of .25 pursuant to FLU Objective 4, Policy (g)(6) (Table 1). This category allows residential uses in association with commercial uses at a maximum of 12 units per acre. Under this category the maximum development scenario results in 49,440 square feet of commercial and a maximum multi-family residential of 54 units (Table 1). The net result is a reduction of 543,847 square feet of commercial and a reduction of 5 residential units.

Surrounding land uses in the vicinity include Lake County Regional Office, City of Mount Dora Commercial, City of Mount Dora Office, and City of Mount Dora Public Lands. The proposed amendment is compatible with the existing adjacent land uses and would result in an orderly and logical development pattern.

Direction	Future Land Use	Zoning	Current Use
North	City Commercial	C-3	Undeveloped
South	County Regional Commercial	C-1	Undeveloped
East	County Regional Commercial City Office and PLI	C-1, OP, PLI	Professional Offices, Church
West	County Regional Commercial	C-1	Store/Residence and Undeveloped

ATTACHMENT #2

Potable Water Analysis

The subject property is within the City of Mount Dora Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The maximum pumping capacity of these facilities is limited by the City's Water Use Permit (permit no. 50147-9) as issued by the St. Johns River Water Management District (SJRWMD). This permit, which expires in August 2035, allows for a combined annual withdrawal from the Floridian Aquifer of 5.4 mgpd (annual average).

The City has a current available capacity of 2.13 mgpd. An analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards (Table 2). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 2.05 mgpd.

Sanitary Sewer Analysis

The City of Mount Dora currently owns, operates, and maintains a central sanitary sewer system. The City has a current available capacity of 1.26 mgpd. An analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards (Table 3). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 1.18 mgpd.

Solid Waste Analysis

The City of Mount Dora's solid waste level of service is 7.1 lbs per day per capita. The City's solid waste is provided by a private contractor. It is estimated that the proposed commercial development will generate 35 employees; therefore, the proposed amendment is estimated to generate 249 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Transportation Impact Analysis

A trip generation analysis was conducted on the proposed land use and existing land use. Results of the analysis indicate that the proposed amendment will reduce traffic impacts and will be a reduction of 1,807 daily trips and will not degrade the existing levels of service.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Retail > 40 K	49.4 KSF	821	4,668	446	214	232
Multi-family	54	220	421	44	28	16
TOTAL GROSS TRIPS (PROPOSED)			5,089	490	242	248

ATTACHMENT #2

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Business Park	539.2 KSF	770	6,442	642	167	475
Multi-family	59 units	220	454	46	29	17
TOTAL GROSS TRIPS (EXISTING)			6,896	688	196	492

Net Difference (Proposed Total Trip Generation Minus Existing Total Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-198	+46	-244

Environmental Analysis

The topography of the site ranges from a high of 170' NGVD to a low of 165' NGVD (Figure 5). The soils onsite consist of Myakka (Figure 6). An environmental constraints map indicates that no wetlands, water bodies, or 100-year flood areas are onsite (Figure 7).

An environmental assessment was conducted by Universal Engineering Sciences (Appendix B). Results of the survey indicate that no protected species or wetlands were observed onsite. Should protected species occur onsite, appropriate regulatory permits will be required prior to development.

Cultural Resources

Review of the Florida master file search indicates that there are not historical or cultural resources on the subject site (Appendix C).

Comprehensive Plan Compliance

The proposed amendment is in compliance with the Comprehensive Plan. The analysis presented above demonstrates compliance and results in a reduction of impacts. The amendment is consistent with future land use policies, among others as indicated below:

Future Land Use

FLU Objective 2, Policy a	Level of Service standards for public services and facilities
FLU Objective 4, Policy d	Require all zoning to be consistent with land use designation
FLU Objective 4, Policy e	Allow non-residential uses in residential areas
FLU Objective 4, Policy (g)(6)	Commercial (C-1)
FLU Objective 6, Policy (b)(c)(d)	Compact Growth

The Commercial land use designation will provide for orderly growth and development at a scale and

ATTACHMENT #2

character consistent with the US Highway 441 corridor and consistent with the comprehensive plan planning principles and land development regulations. The amendment will also further the City's goals in providing commercial needs through 2045.

ATTACHMENT #2

Table 1 – Maximum Development Analysis

Ordinance #	Acres	Existing Land Use	Existing Intensity of Development	Proposed City Land Use	Net Change in Development Potential
Rokelray, LLC	4.54 +/-	Regional Commercial	3.0 FAR (593,287 SF) 59 MF Units Residential – 1 unit per 10,000 SF	Commercial .25 FAR (49,440 SF) 12 units/acre 54 MF Units	-543,847 SF - 5 MF Units
TOTAL	4.54 +/-				-543,847 SF - 5 MF Units

Existing Regional Commercial – 3.0 FAR pursuant to FLU Policy 1-1.3.7

Proposed Commercial –0.25 FAR pursuant to FLU Objective 4, Policy (g)(6)

ATTACHMENT #2

Table 2 – Water Analysis

Ordinance #	Acres	Existing Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						2.13 mgpd
Rokelray, LLC	4.54 +/-	Regional Commercial 3.0 FAR 59 MF Units	Commercial 0.25 FAR	49,440 SF 54 MF Units	0.08	
						2.05 mgpd

Water demand was calculated at 350 gallons per ERU pursuant to City's LOS standard.
Commercial based on 60,000 gallons per day as an average

ATTACHMENT #2

Table 3 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	WasteWater Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						1.26
Rokelray, LLC	4.54 +/-	Regional Commercial 3.0 FAR 59 MF Units	Commercial – C1 0.25 FAR	49,440 SF 54 MF Units	0.08	
						1.18 mgpd

Wastewater demand calculated at 300 gallons per ERU pursuant to the City's LOS standard.

Commercial based on 60,000 gallons per day as an average

Figure 1

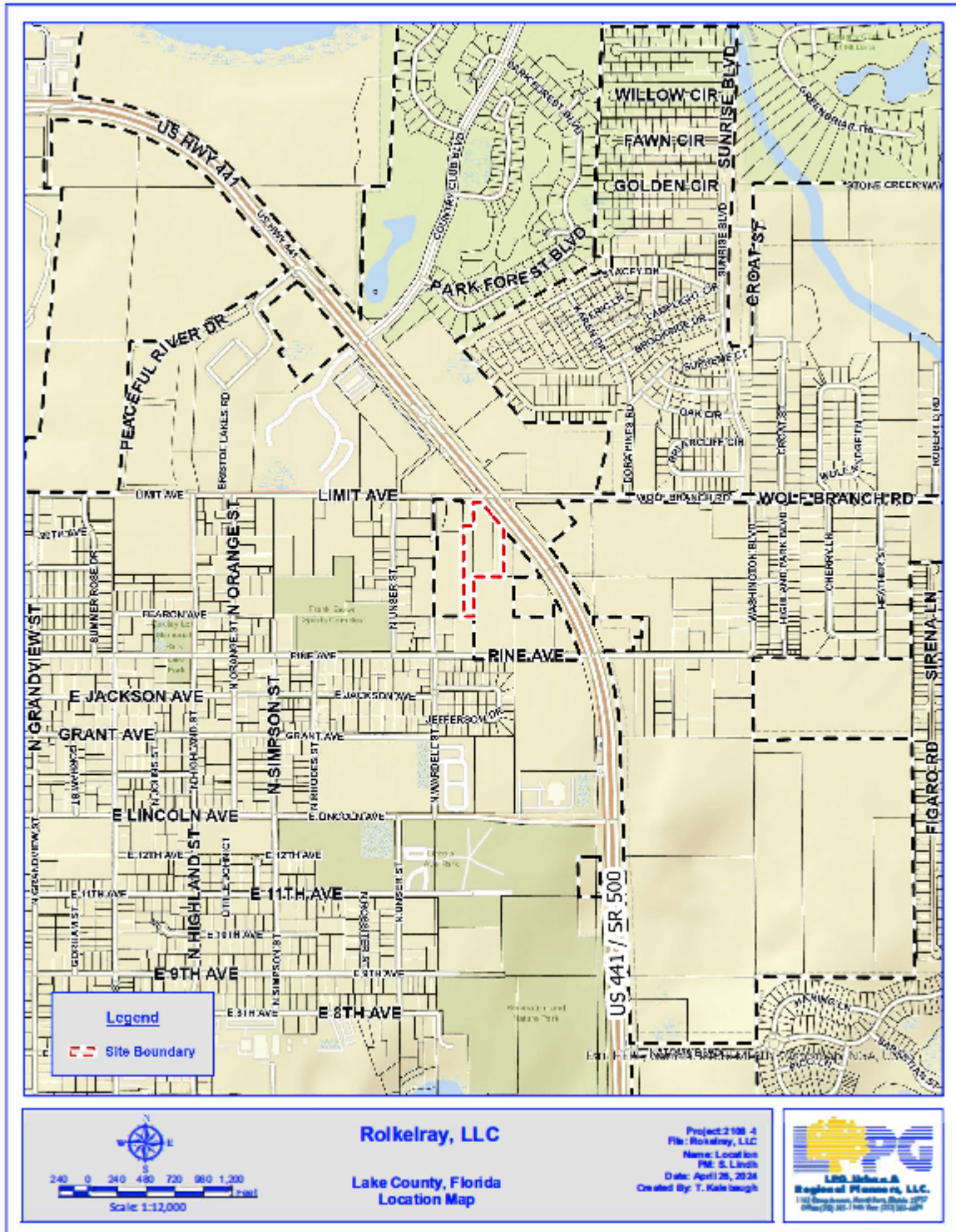


Figure 2

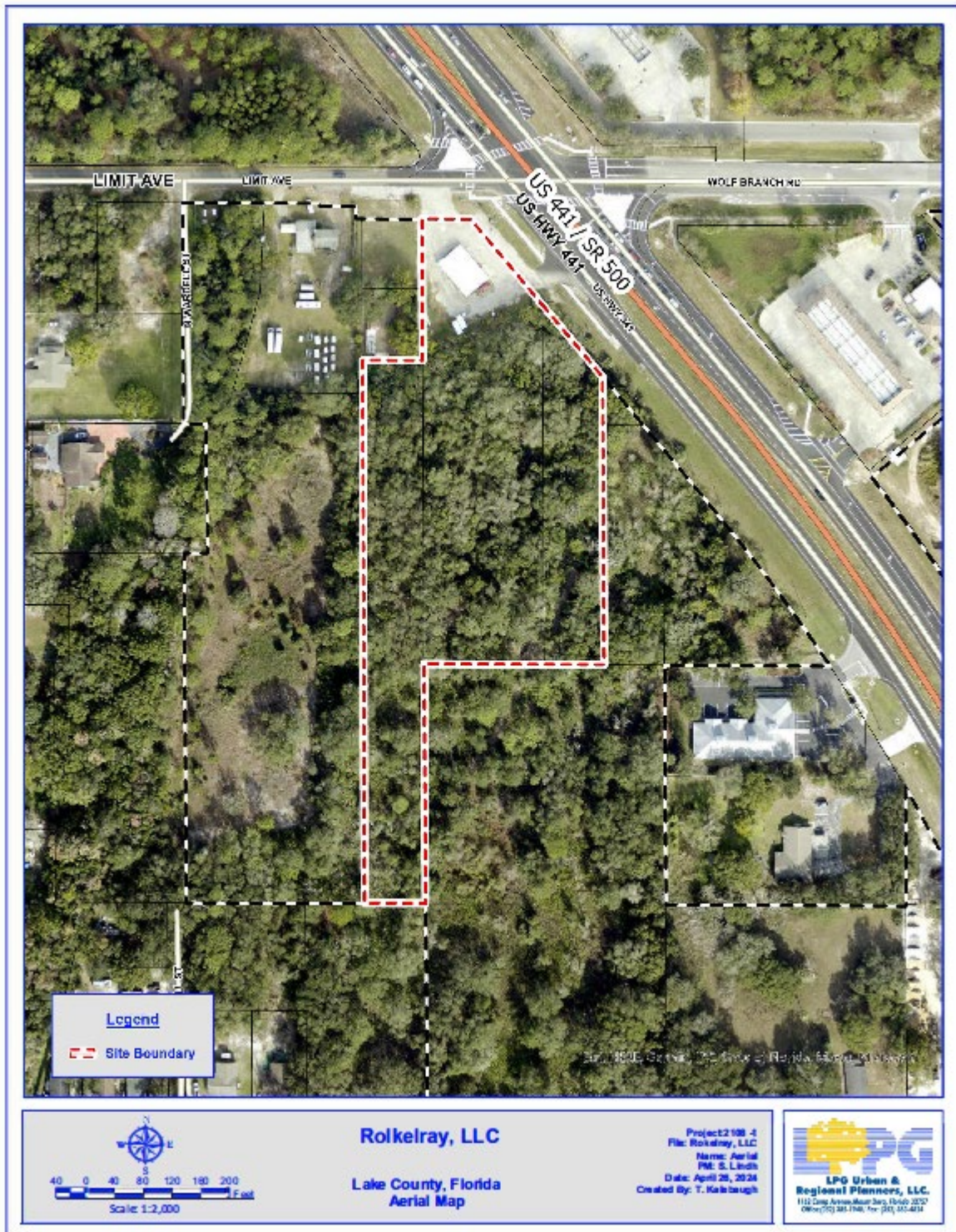


Figure 3

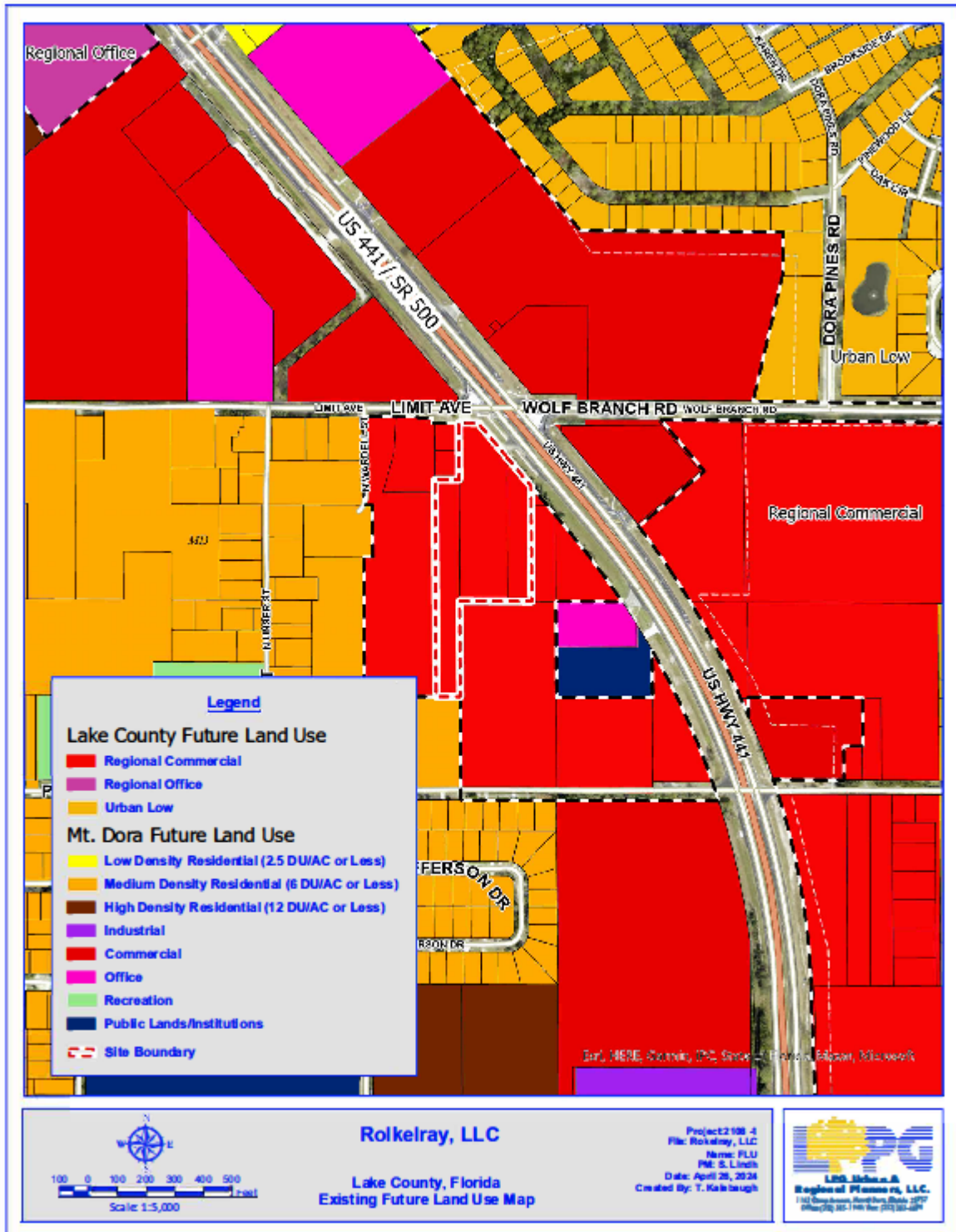


Figure 4

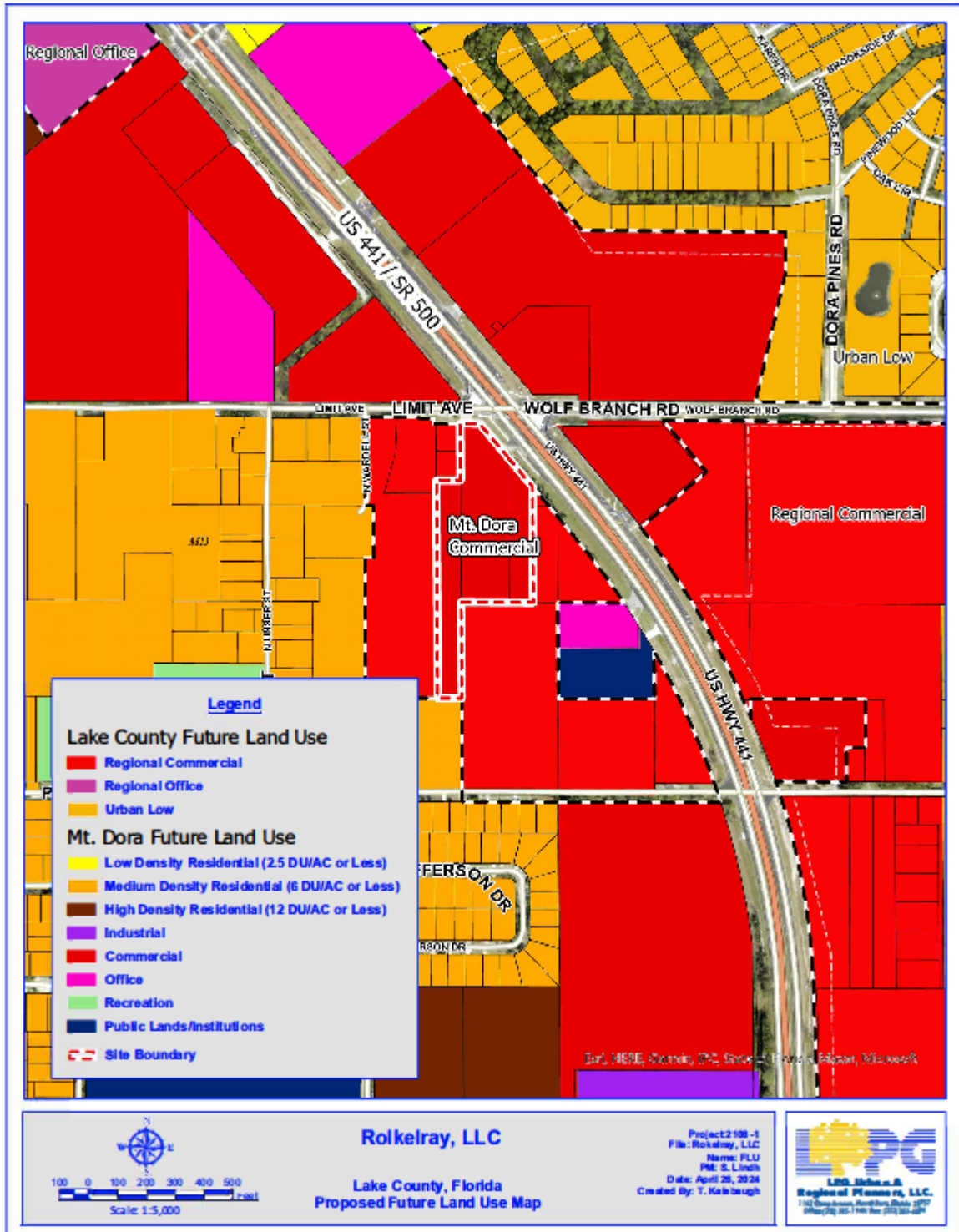


Figure 5



Figure 6



Figure 7



ATTACHMENT #2

APPENDIX A

See Attached Walsh Traffic Engineering TIA

ATTACHMENT #2

APPENDIX B

See Attached Universal Environmental Assessment

APPENDIX C

Heather Urwiller

From: Vovsi, Eman M. <Eman.Vovsi@dos.fl.gov>
Sent: Wednesday, May 1, 2024 3:55 PM
To: Sherie Lindh
Subject: RE: Master File Search
Attachments: Template_102.pdf

You don't often get email from eman.vovsi@dos.fl.gov. [Learn why this is important](#)

Conducted; no cultural resources detected

From: Sherie Lindh <sherie@lpgurp.com>
Sent: Wednesday, May 1, 2024 1:55 PM
To: Vovsi, Eman M. <Eman.Vovsi@dos.fl.gov>
Cc: Michael <MichaelR@lpgurp.com>
Subject: Master File Search

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

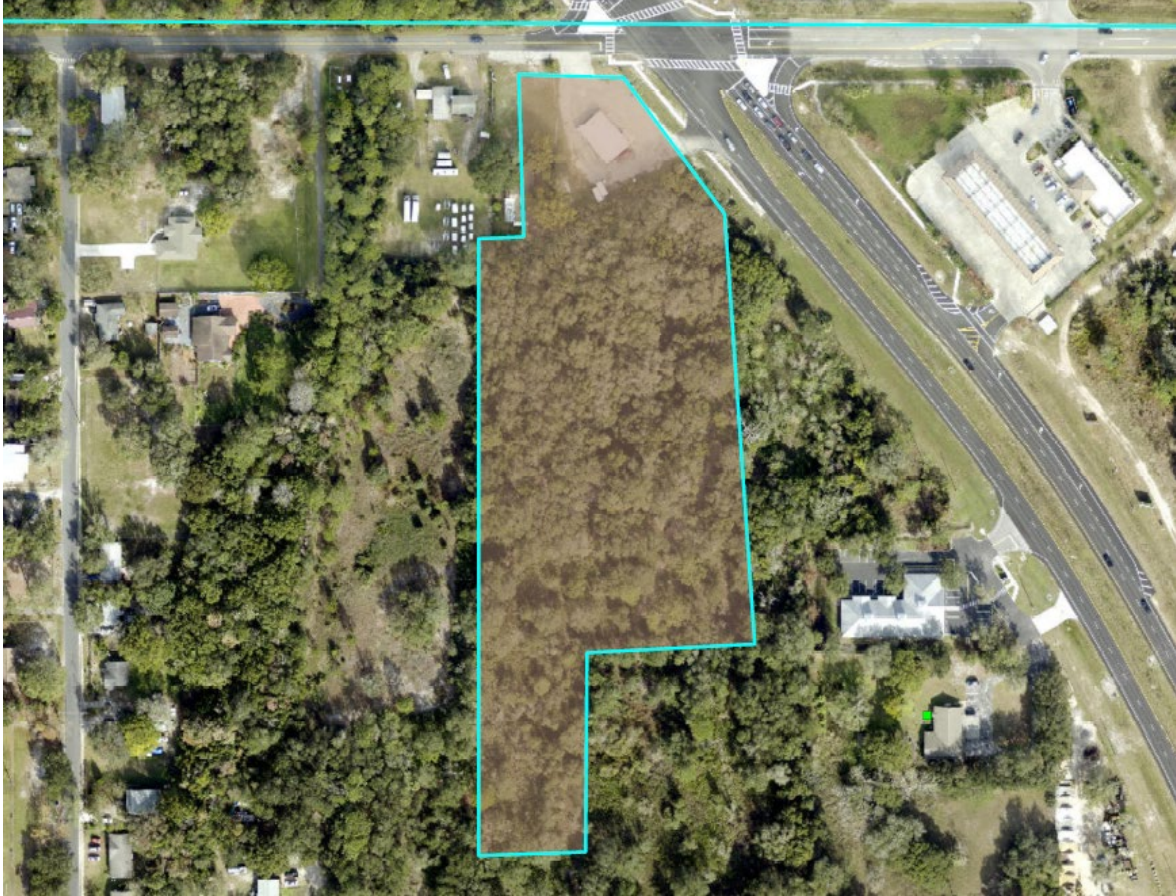
Good afternoon,

Can you please conduct a search of the master file. The subject 4.54 ± acre site is located within Section 29, Township 19, Range 27, Lake County, Florida (See attached). The site is located west of US Highway 441 and south of Liberty Ave. Should you have any questions, please contact our office.

Thanks,
Sherie



ATTACHMENT #2



ATTACHMENT #2

Potable water summary

The proposed project consists of 30,975 SF of commercial uses that will be served potable water by the City of Mount Dora. Below are the estimated potable water flows for the project based on the City of Mount Dora engineering standards pursuant to Chapter VII, Section 7.13, 7.13.2.

POTABLE WATER					
TYPE	GPD/CAPITA	CAPITA/UNIT	DEMAND PER UNIT (GPD)	# OF UNITS	DEMAND TOTAL
COMMERCIAL	0.15	N/A	N/A	30,975 SF	4,646 GPD

Sanitary Sewer Summary

The proposed project consists of 30,975 SF of commercial uses that will be served sanitary sewer services by the City of Mount Dora. Below are the estimated sanitary sewer flows for the project.

SANITARY SEWER					
TYPE	GPD/CAPITA	CAPITA/UNIT	DEMAND PER UNIT (GPD)	# OF UNITS	DEMAND TOTAL
COMMERCIAL	0.15	N/A	N/A	30,975 SF	4,646 GPD

Needed Fire Flow Summary

The City of Mount Dora is the fire flow provider for the proposed project location. The proposed project will provide a minimum needed fire flow of 1,500 gpm @ 20 psi per the City of Mount Dora, or those required by the ISO, whichever is greater. Fire hydrants, and fire department connections as required by the City and ISO code will be provided onsite.

Stormwater System Summary

The proposed project will have its own stormwater retention that will provide stormwater treatment and retention. The proposed stormwater ponds will meet the City of Mount Dora and St. Johns River Water Management District requirements.

Roadway Summary

The proposed project will provide connections to the existing roadway network as shown on the concept plan. All onsite drive isles will be privately owned and maintained. All onsite drive isles will be a minimum 24 ft. wide for two-way traffic.

ATTACHMENT #2

May 29, 2024

Rolkelray, LLC hereby authorizes Michael Rankin with LPG Urban and Regional Planners, Inc. to act as our agent in the submittal and signing of documents on the Voluntary Annexation application, Small Scale Comprehensive Plan Amendment application, and Rezoning application to the City of Mount Dora.

Signed:

Roland D. Magyar

Roland Magyar (Member)

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me with 1st day of June, 2024, by Roland Magyar as Member of Rolkelray, LLC on behalf of the corporation. He is personally known to me.

Michael R. Willis

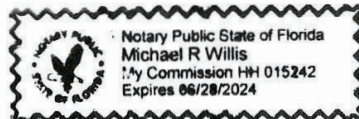
Notary Public – State of Florida

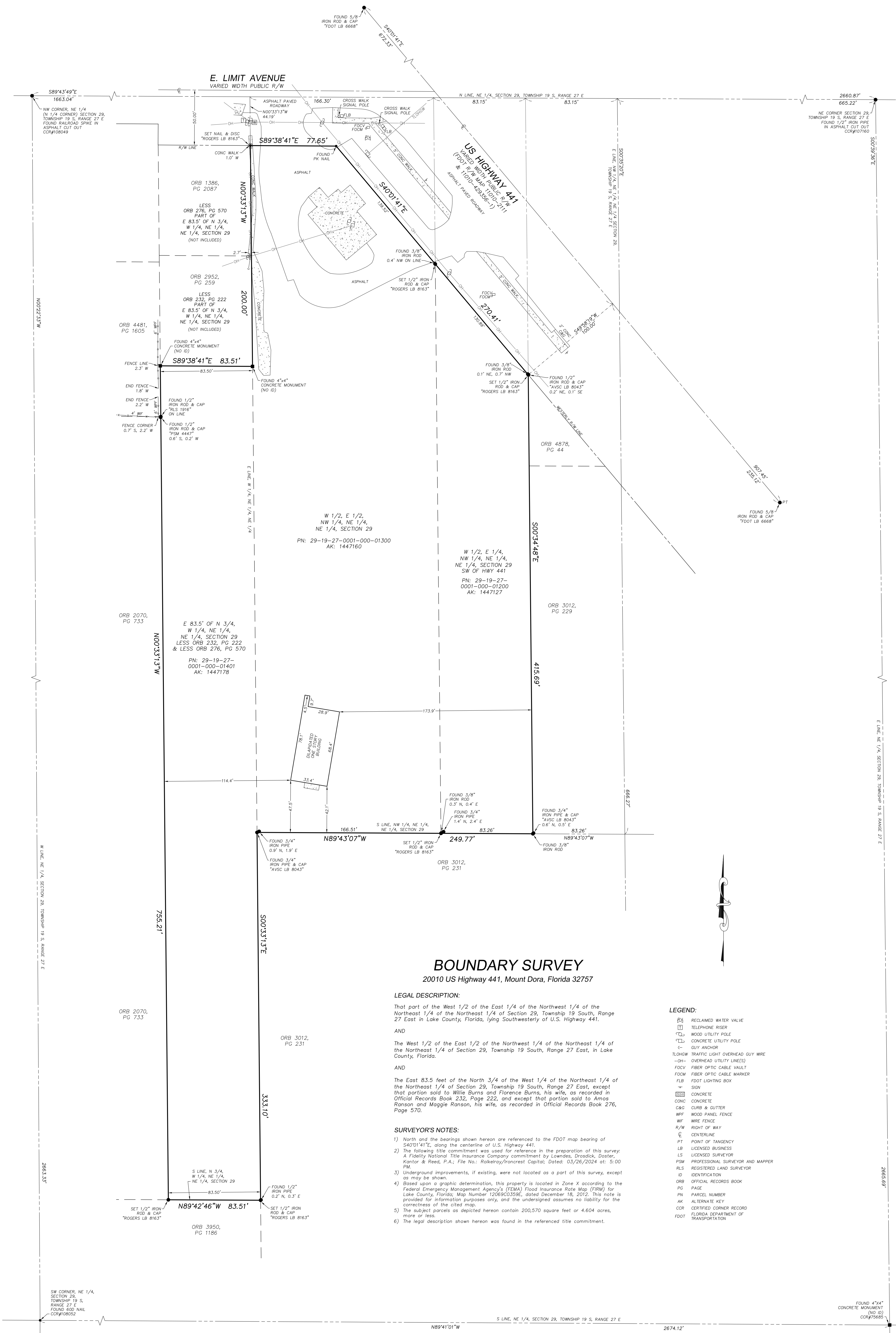
Michael R. Willis

Print Name

My Commission Expires: 6-26-24

Commission Number: HT 015242





BOUNDARY SURVEY
20010 US Highway 441, Mount Dora, Florida 32757

LEGAL DESCRIPTION:

That part of the West 1/2 of the East 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida, lying Southwesterly of U.S. Highway 441.

AND

The West 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida.

AND

The East 83.5 feet of the North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, except that portion sold to Willie Burns and Florence Burns, his wife, as recorded in Official Records Book 232, Page 222, and except that portion sold to Amos Ranson and Maggie Ranson, his wife, as recorded in Official Records Book 276, Page 570.

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- 1) North and the bearings shown hereon are referenced to the FDOT map bearing of S40°14'1"E, along the centerline of U.S. Highway 441.
- 2) The following title commitment was used for reference in the preparation of this survey: A Fidelity National Title Insurance Company commitment by Lowndes, Drosdick, Doster, Kantor & Reed, P.A.; File No.: Rakearay/Ironcrest Capital; Dated: 03/26/2024 at 5:00 PM.
- 3) Underground improvements, if existing, were not located as a part of this survey, except as may be shown.
- 4) Based upon a graphic determination, this property is located in Zone X according to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Lake County, Florida; Map Number 12089C0359E, dated December 18, 2012. This note is provided for information purposes only, and the undersigned assumes no liability for the correctness of the cited map.
- 5) The subject parcels as depicted hereon contain 200,570 square feet or 4.604 acres, more or less.
- 6) The legal description shown hereon was found in the referenced title commitment.

LEGEND:

- BS RECLAIMED WATER VALVE
- TR TELEPHONE RISER
- CU WOOD UTILITY POLE
- CL CONCRETE UTILITY POLE
- C- GUY ANCHOR
- TLOWGW TRAFFIC LIGHT OVERHEAD GUY WIRE
- OH- OVERHEAD UTILITY LINE(S)
- FOCV FIBER OPTIC CABLE VAULT
- FOCM FIBER OPTIC CABLE MARKER
- FLB FDOT LIGHTING BOX
- SM SIGN
- CONC CONCRETE
- CONC CONCRETE
- C&G CURB & GUTTER
- WPF WOOD PANEL FENCE
- WF WIRE FENCE
- R/W RIGHT OF WAY
- Q CENTERLINE
- PT POINT OF TANGENCY
- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- RLS REGISTERED LAND SURVEYOR
- ID IDENTIFICATION
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PN PARCEL NUMBER
- AK ALTERNATE KEY
- CCR CERTIFIED CORNER RECORD
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFIED TO:

Ironcrest Capital LLC
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Fidelity National Title Insurance Company

BRIAN S. ROGERS, PSM ♦ LS 7067
FLORIDA LICENSED SURVEYOR AND MAPPER

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. WHEN ELECTRONICALLY SIGNED AND SEALED, PRINTED COPIES ARE NOT CONSIDERED SIGNED AND SEALED. AND THE SIGNATURE AND SEAL MUST BE VERIFIED ON AN ELECTRONIC COPY OF THIS SURVEY.

ATTACHMENT #3

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2024-17
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance No. 2024-17. The final public hearing on the ordinance will be held on **Tuesday, September 17, 2024 at 6:00 p.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance No. 2024-17 is as follows:

ORDINANCE NO: 2024-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045 FROM ‘COUNTY COMMERCIAL’ TO ‘CITY COMMERCIAL’ FOR PROPERTY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE, COMPRISING 4.604 ACRES, MORE OR LESS, AS FURTHER DESCRIBED HEREIN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

ATTACHMENT #3

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published (Legal Notice): September 6, 2024

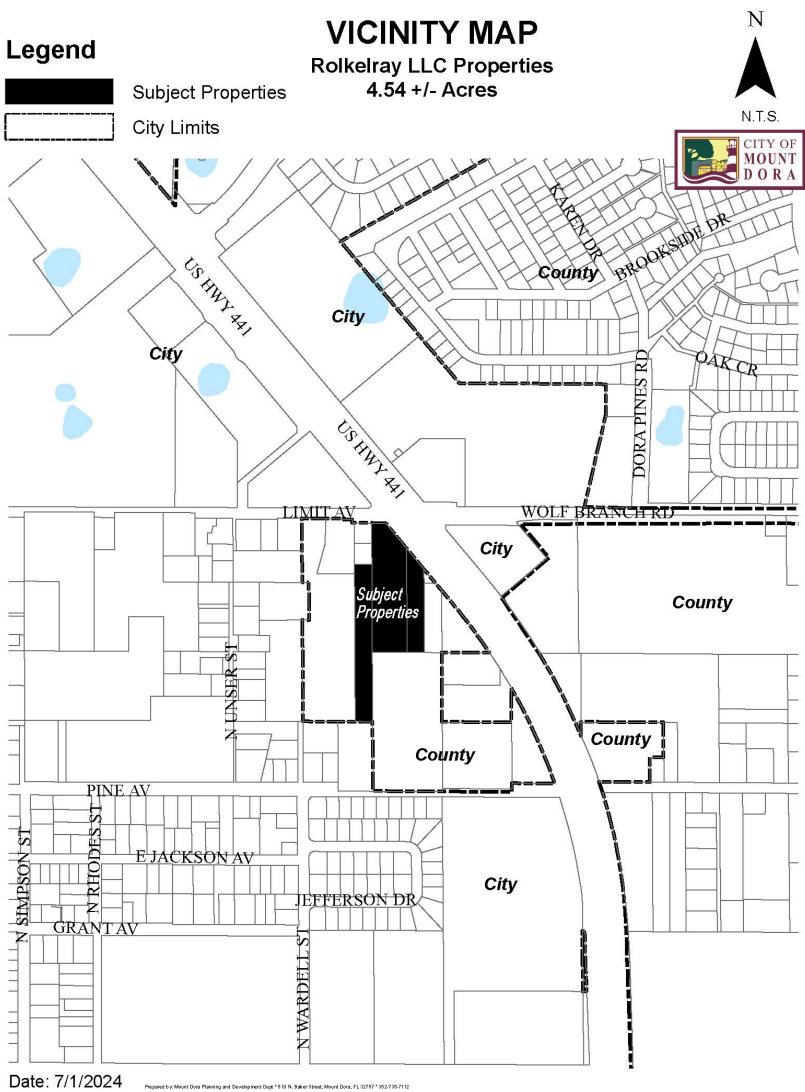
**NOTICE OF COMPREHENSIVE PLAN CHANGE
FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 2024-17
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the Planning and Zoning Commission and the City Council of the City of Mount Dora, Florida will conduct public hearings to consider the adoption of Ordinance No. 2024-17 for proposed changes to the City of Mount Dora Comprehensive Plan to amend the Future Land Use Map. The title and substance of proposed Ordinance is as follows:

ORDINANCE NO: 2024-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045 FROM ‘COUNTY COMMERCIAL’ TO ‘CITY COMMERCIAL’ FOR PROPERTY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE, COMPRISING 4.604 ACRES, MORE OR LESS, AS FURTHER DESCRIBED HEREIN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Further, the adoption of Ordinance No. 2024-17 includes a Future Land Use Map Amendment changing certain lands from County Commercial to City Commercial as depicted on the map of this advertisement below:



The City Council of the City of Mount Dora, Florida will conduct public hearing to consider the adoption of Ordinance No. 2024-17 on **Tuesday, September 17, 2024**. The meeting will be held at City Hall, 510 North Baker Street, Mount Dora, Florida and will begin at 6:00 p.m., or as soon thereafter as possible.

Interested parties may appear at the meeting and be heard with respect to the proposed comprehensive plan amendment.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

For Questions or Comments, please email staff at planning@mountdora.gov.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: September 6, 2024

ORDINANCE NO: 2024-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is committed to planning and managing for future growth and redevelopment of property located within the City limits; and

WHEREAS, the Florida Statutes, Section 163.3167 empowers the City of Mount Dora to adopt and amend the City of Mount Dora Comprehensive Plan 2045; and

WHEREAS, pursuant to Florida Statutes, Section 163.3187, Roland D. Magyar DBA Rolkelray LLC (Property Owner) submitted an application to the City requesting a change in Future Land Use designation and amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to that property located west of US Highway 441 and south of Limit Avenue, as depicted in **Exhibit "A"** attached hereto (Property); and

WHEREAS, the proposed Comprehensive Plan Amendment qualifies as small-scale development amendment because the Property is not more than fifty acres in size, the proposed amendment does not involve a text change to the goals, policies and objectives of the City and only proposes a land use change to the City's Future Land Use Map and,

WHEREAS, the Property is not located within an area of critical state concern; and

WHEREAS, in accordance with applicable law, notice of the proposed Comprehensive Plan amendment was provided to Lake County and to the public by way of publication in a newspaper of general circulation in the City; and

WHEREAS, on August 17, 2024, the City of Mount Dora Planning and Zoning Commission approved the proposed amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property; and

WHEREAS, after conducting a public hearing, the City of Mount Dora finds that the proposed amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP.

A. The Future Land Use designation of ‘City Commercial’ is hereby assigned to that Property located west of US Highway 441 and south of Limit Avenue, identified by Tax Parcel ID # 29-19-27-0001-000-01401 Alt. Key # 1447178 ; Tax Parcel ID # 20-19-27-0003-000-01300 Alt. Key # 1445655; Tax Parcel ID #29-19-27-0001-000-01200Alt. Key # 1447127 and more particularly described as:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida; thence run S89°43'49"E, along the North line of said Northeast 1/4 of Section 29, a distance of 1663.04 feet to the East line of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 44.19 feet to the South right of way line of East Limit Avenue; thence run S89°38'41"E, along said South right of way line, 77.65 feet to a point of intersection with the Southwesterly right of way line of U.S. Highway 441 (State Road 500); said Southwesterly right of way line being 100.00 feet Southwesterly of and parallel with the centerline of said right of way of U.S. Highway 441; thence run S40°01'41"E, along said Southwesterly right of way line, a distance of 270.41 feet to the East line of the West 1/2 of the East 1/4 of the Northwest 1/4 of the aforesaid Northeast 1/4 of the Northeast 1/4 of Section 29; thence departing said right of way line run S00°34'48"E, along said East line, a distance of 415.69 feet to the South line of the Northwest 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°43'07"W, along said South line, a distance of 249.77 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 333.10 feet to the South line of the North 3/4 of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°42'46"W, along said South line, a distance of 83.51 feet to the West line of the East 3/4 of said North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said West line, 755.21 feet to a line lying 200.00 feet Southerly of the aforesaid South right of way line of East Limit Avenue; thence run S89°38'41"E, parallel with said South right of way line, a distance of 83.51 feet to the aforesaid East line of the

West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said East line, a distance of 200.00 feet to the Point of Beginning.

Containing 200,570 square feet or 4.604 acres, more or less.

B. The Future Land Use Map II-2a of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045, adopted by City of Mount Dora Ordinance 2020-04, on June 16, 2020; amended by City of Mount Dora Ordinance No. 2024-02, on February 6, 2024, is hereby amended to include the Future Land Use assignment set forth herein.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the requested Future Land Use change and amendment to Future Land Use Map II-2a of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the City, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

FIRST READING: September 3, 2024

SECOND READING: September 17, 2024

PASSED AND ADOPTED this 17th day of September, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Patrick Brackins, City Attorney

EXHIBIT “A”
Future Land Use Map Amendment

City of Mount Dora Future Land Use Map

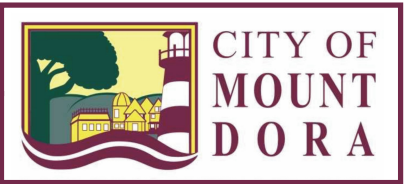
Planning Time Frame: 2045

FLUM Amendment City of Mount Dora (Rolkelray, LLC)

Exhibit "A"
Ordinance No. 2024-17

- Owner Name**
LEGEND:
- Mixed Use Traditional (MU-1)
 - Mixed Use Downtown (MU-2)
 - Employment Center
 - Residential Professional/Office
 - Low Density Residential (2.5 DU/AC or Less)
 - Low/Medium Density Residential (4 DU/AC or Less)
 - Medium Density Residential (6 DU/AC or Less)
 - High Density Residential (18 DU/AC or Less)
 - Industrial
 - Commercial
 - Office
 - Recreation
 - Public Lands/Institutions
 - Conservation
 - Water Bodies/Lakes

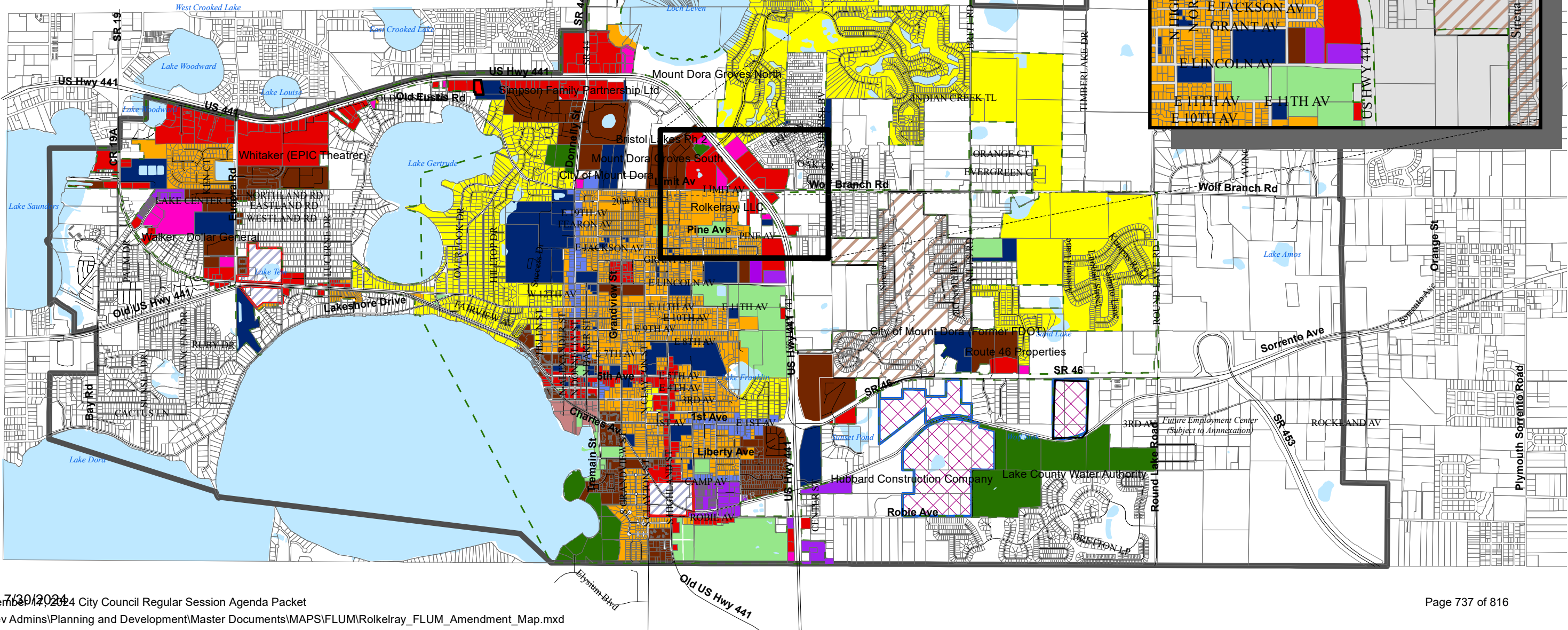
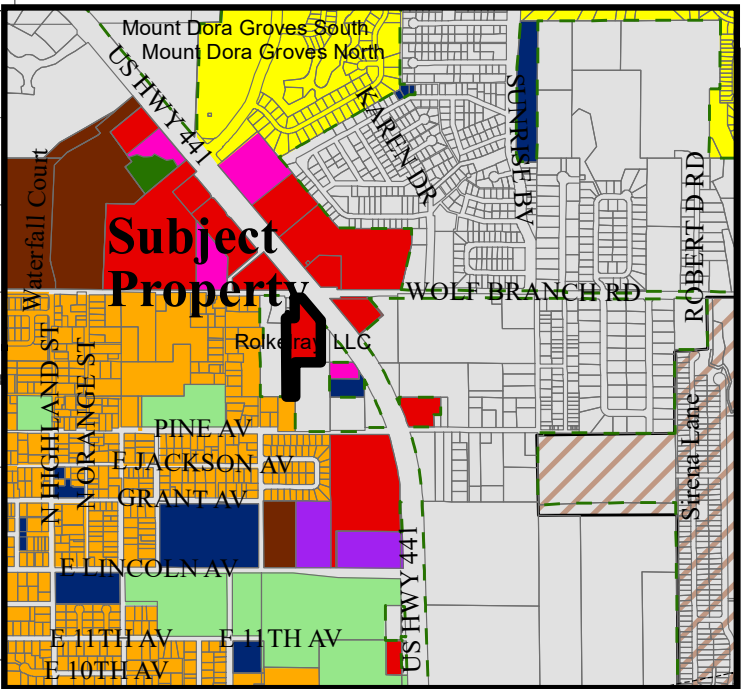
- Features**
- City Limits
 - JPA
 - Rail Road



0 1,400 2,800 Feet

Map II-2a

Small-Scale FLUM Amendment



Prepared by: Mount Dora Planning and Development Dept.
510 North Baker Street
Mount Dora, FL 32727
352-735-7112



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Final Reading and Adoption of **Ordinance No. 2024-18**, Change in Zoning for Rolkelray, LLC (4.60 Acres).

Introduction:

This is a request for City Council to approve the final; reading of Ordinance No. 2024-18.

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

Discussion:

As required by Florida Statutes, Section 166.041(4), Attachment #1 is the completed “Business Impact Estimate” form. This request is associated with land use type action.

Rezoning descriptions and details are contained in Attachment #2 (PZC Memo). Legal advertisements for public hearings are included in Attachment #3. The Applicant is requesting a change of the zoning district for approximately 4.60 acres located on the southeast corner of the US Highway 441 and Limit Avenue. The applicant has submitted annexation and future land use amendment application to run concurrently with the rezoning application. The applicant has indicated the intended use to develop the site for neighborhood commercial uses including restaurant, coffee shop, medical, and retail uses.

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

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on August 21, 2024, recommended approval of the rezoning to City C-1 zoning district.

The Development Review Committee (DRC) on July 31, 2024, recommended approval of the change in zoning and forwarded the same to the PZC.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the rezoning action.

Strategic Impact:

Rezoning requests which address density and intensity changes are consistent with Growth Management Goals. This particular change in zoning is consistent with the City's goals for conservation protection measures and land use regulations.

Recommendation:

City Council to approve Final Reading of Ordinance No. 2024-18.

Attachment(s):

1. Attachment 1 Business Impact Estimate (Rezoning Ord)
2. Attachment 2 PZC Staff Report 8-21-2024 (revised)
3. Attachment 3 Legal Advertisement Publication (final)
4. Ordinance 2024-18 Rezoning Rolkelray (City Atty Reviewed)

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

Approved - 9/5/2024
Approved - 9/5/2024
Final Approval - 9/6/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-18

**ORDINANCE TITLE: Change in Zoning
Rolkelray, LLC (4.60 Acres)**

DEPARTMENT: Planning and Development

**MEETING DATE: September 3, 2024
September 17, 2024**

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO: 2024-18

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; 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.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Rolkelray LLC (Property Owner) is the fee simple owner of the property submitted an application requesting a zoning district classification change and a Zoning Map amendment for that property located on the west side of US Highway 441 and south of Limit Avenue.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

No direct impact to general businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

No new charges or fees are set forth in the ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No additional regulatory costs, staff administration only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance is not anticipated to affect businesses.

4. Additional information the governing body deems useful (if any):

N/A



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmoundora.com

DATE: August 21, 2024 **(REVISED 08-19-24)**

TO: Planning and Zoning Commission

FROM: Development Review Committee Vince Sandersfeld,
Planning Director

THROUGH: Ryan Winkler, ACIP, Senior Planner

RE: Rezoning Application; Change in Zoning for assignment from Lake County Regional Commercial to City Commercial (C-1); 4.54 Acres (Site Area); Located on the west side of US Highway 441 and south of Limit Avenue (General Location); Michael Rankin, LPG Urban and Regional Planners (Applicant); Rolkelray LLC (Owner).
Project No. Z24-01.

SUMMARY OF RECOMMENDATION:

Staff recommends approval of the application to rezone 4.54 +/- acres from Lake County Regional Commercial to City Neighborhood Commercial (C-1) Zoning District. Approval subject to annexation and Future Land Use designation of ~~Industrial~~ **Commercial**.

REFERENCES/SUPPORT:

LDC Section 3.3

Policy 4.g (3) FLUE of the Mount Dora Comprehensive Plan 2045

Annexation Ordinance No. 2024-16 (being processed in concert)

FLUM Ordinance No. 2024-17 (being processed in concert)

SITE SUMMARY:

Owners	Rolkelray LLC
Applicant	Michael Rankin, LPG Urban and Regional Planners
General Location:	West of US Highway 441 and South of Limit Avenue
Alternate Key Nos.	1447127, 1447160, and 2921757
Zoning District:	Lake County Neighborhood Commercial (C-1)
Proposed Zoning District:	City Neighborhood Commercial (C-1)
Future Land Use Category:	Lake County Regional Commercial
Proposed Land Use Category	City Neighborhood Commercial (C-1) (Processing Under a Separate Application)
Overlays:	None
Site Area:	4.54 +/- acres
Existing Use:	Vacant land
FAR:	Maximum Allowed 0.25 or 449,440 sf (4.54 acres x 0.25)

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – Z24-01

Page 2 of 5

DEVELOPMENT STANDARDS:

Development Standard	County C-1 (existing)	City C-1 (proposed)
Min. Lot Size	-	-
Max. Building Height	50'	35'
Max. Impervious Surface Ratio (ISR)	70%	80%
Max. FAR	0.50	0.25
Min. Open Space	30%	20%

SURROUNDING PROPERTY TABLE:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)
North	City	Commercial	C-3	Undeveloped
South	City	Medium Density	R-2	Undeveloped
	County	Regional Commercial	C-1	Undeveloped
East	County	Regional Commercial	C-1	Undeveloped
West	County	Regional Commercial	C-1	Store/Residence/ Undeveloped

ANALYSIS:

The Applicant is requesting a change of the zoning district for approximately 4.60 acres located on the southeast corner of the US Highway 441 and Limit Avenue. The applicant has submitted annexation and future land use amendment application to run concurrently with the rezoning application. The applicant has indicated the intended use to develop the site for neighborhood commercial uses including restaurant, coffee shop, medical, and retail uses.

The C-1 zoning district is established to provide commercial areas that serve neighborhood needs without damaging the residential character of the neighborhood and without attracting traffic from outside the neighborhood. Areas of the City in which this district is appropriate are designated as “Commercial” on the future land use map of the comprehensive plan. Permitted uses within this district include any small convenience retail business or service customarily serving residential neighborhoods as opposed to business that serve regional areas, including drug stores, shoe repair, hardware stores, jewelry stores, banks, florists, camera stores, luggage stores, tailor shops, photographic studios, restaurants, office supplies, paint stores, antique shops, specialty shops, convenience stores, commercial recreation, and other similar retail and office uses (Section 3.4.6, *LDC*). Residential uses are permitted as an accessory use to a permitted use, and will require a site plan to indicate the accessory use. The application did not include any residential component.

Pursuant to LDC 3.3.2, a concept plan was provided with the rezoning application to exhibit the proposed development. The concept plan shows five (5) commercial buildings (Building A- 6,325-sf, Building B – 6,325-sf, Building C – 4,125-sf, Building D – 6,500-sf, Building E – 6,500-sf) along the southern and western portion of the development site, a standalone Quick-Service Restaurant with Drive-Through (Building –F, approximately 1,200-sf), and associated

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – Z24-01

Page 3 of 5

parking facilities and water retention area. Buildings are proposed to be setback at least 10-ft from the property line of vacant, undeveloped properties, and are setback back at least 150-ft from the public right-of-way.

The concept plan indicates landscaping will be provided consistent with Land Development Code Section 6.6.2. The Applicant proposes a Type “a” Buffer. The Type “a” Buffer is described as a buffer with the minimum average width of ten (10) feet, and shall include three (3) canopy trees, five (5) understory trees, and shrubbery or hedge to provide a continuous visual screen within 36 month of planting, or immediately upon planting for buffers contiguous to onsite parking lots. A landscape plan will be required at the time of site plan review, which shall show the required landscape perimeter buffer, building landscaping, approved planting species list, and irrigation plan with one-hundred (100%) percent coverage.

The subject properties are presently undeveloped and appears to be heavily wooded. Preservation of existing landscape materials and land forms is encouraged. Natural existing vegetation may be substituted for the applicable landscape buffer provided canopy trees are greater than six inches in diameter and understory/hedge/shrubbery provides a continuous visual screen from the adjacent property. A tree survey indicating the location of all trees on-site which are a minimum of six inches in diameter measured approximately three feet above the ground designating the trees to be retained, removed, relocated or replaced will be required for review with the Site Plan application.

The Applicant proposes to access the subject development via existing cuts on Limit Avenue and a new cut on US Highway 441. Pursuant to LDC 6.3.8, Commercial developments shall ensure vehicular circulation must be completely contained within the property and vehicles located within one portion of the development must have access to all other portions without using the adjacent street system. No driveway shall be constructed in the radius return of an intersection.

A preliminary natural resource assessment was conducted by Universal Engineering Sciences (UES) on May 16, 2024, and included in the application submittal. The report indicated there were no imperiled species were observed on site during the field evaluation, and the subject properties do not contain potentially threatened species. The subject site does not proposed impact to any unique or ecologically significant area of vegetation or habitat. Should any species be identified on site, appropriate regulatory and state permits will be required prior to development.

**** NOTE **** As of printing of this report, the City of Mount Dora does not have wastewater treatment capacity at Wastewater Treatment Plant #2 (WWTP2) to serve new developments. The City is reviewing options to increase wastewater treatment capacity and other facility improvements.

STANDARDS FOR REVIEW:

Pursuant to LDC Section 3.3.4, the City shall consider the following criteria in reviewing applications for a rezoning:

1. The need and justification for the change:
The proposed rezoning is associated with an annexation. Annexation of lands require

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – Z24-01

Page 4 of 5

assignment of both City Future Land and zoning designations. The applicant seeks to develop the property with neighborhood commercial uses including restaurant, coffee shop, medical, and retail. The proposed uses are allowed under the C-1 (Neighborhood Commercial) zoning district. The proposed change in zoning is less intense than the County C-1 (Neighborhood Commercial) zoning designation, and will have less impacts on the City services.

2. The effect of the change, if any, on the particular property and on surrounding property.
The proposed City C-1 zoning should not have a negative effect on this property nor on the surrounding properties. The proposed zoning is consistent with the land use pattern and character of the area.
3. The amount of undeveloped land having the same classifications as that requested in the general area and throughout the city.
The proposed change in zoning is associated with an annexation. The proposed City C-1 zoning will require a small scale Future Land Use Map Amendment from County Regional Commercial to City Commercial. The proposed change to City C-1 is consistent with the City's Comprehensive Plan.
4. The availability and provision of adequate services and facilities:
Services and facilities are currently available to this property. Further evaluations will be determined at time of site plan/platting or permitting depending upon the proposed use(s). Please be advised, that as of printing this report, the City of Mount Dora does not have wastewater treatment capacity at Wastewater Treatment Plant #2 (WWTP2) to serve new developments. The City is reviewing options to increase wastewater treatment capacity and other facility improvements.
5. The impact on the natural environment:
There are no anticipated, adverse impacts on the natural environment as a result of this rezoning. The subject site appears to be heavily wooded. Development of the site will require a tree removal and replacement mitigation plan.

NOTIFICATIONS:

JPA Notice to Lake County: August 26, 2024

Legal Notice PZC and Notice to City Council: August 9, 2024

Notice to Surrounding Owners: August 9, 2024

Non-Legal with Map Ad City Council 1st Reading: August 9, 2024

Ordinance Enactment Legal Ad: September 6, 2024

Non-Legal with Map Ad City Council Adoption: September 6, 2024

PUBLIC HEARING SCHEDULE:

DRC Review: July 31, 2024

PZC: August 21, 2024

City Council 1st Reading: September 3, 2024 (6:00 pm)

City Council 2nd Reading and Adoption: September 17, 2024 (6:00 pm)

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – Z24-01

Page 5 of 5

ATTACHMENTS:

DRC Comments dated August 6, 2024

DRC - Lake County Public Works Comments dated August 16, 2024

Vicinity Map

Aerial Map

Future Land Use Composite City-County Map

Zoning Composite City-County Map

LDC Section 3.4.6 C-1 (Neighborhood Commercial) Zoning District

Concept Plan

Justification for Rezoning

Draft Rezoning Ordinance #2024-18

Application (*Note: To avoid duplication in documents, the tax records, survey drawings, FEMA Map, UES Natural Resources Assessment (dated May 16, 2024), and deed are included with the companion FLUM request staff packet*)



**CITY OF
MOUNT
DORA**

PLANNING AND DEVELOPMENT

ATTACHMENT #2

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-735-4801

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1250 N. Highland St.
Mount Dora, FL 32757
352-735-7151
Alt. Tel: 352-735-7105
Fax: 352-735-1539
Alt. Fax: 352-735-2892

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

August 8, 2024

LPG Urban and Regional Planners, LLC

Attn: Michael Rankin

1162 Camp Avenue
Mount Dora, FL 32757
MichaelR@lpgurp.com

Re: Notice of DRC Verification
Rolkelray LLC
Annexation, FLUM (Small Scale), Rezoning
ANNX24-01, FLUM24-001-SM, Z24-01

Dear Mr. Rankin:

Please be advised that the Rolkelray LLC Annexation, Future Land Use (Small Scale) and Rezoning requests were forwarded to the City's Development Review Committee members. Review comment reports are enclosed with correspondence, additional informational comments may be forthcoming under a separate cover letter.

The above applications have been tentatively scheduled for public hearing in the City Hall first floor chambers for the following dates.

Rezoning Request

Planning and Zoning Commission	10:00am Wednesday, August 21, 2024
City Council 1 st Reading	6:00pm Tuesday, September 03, 2024
City Council 2 nd Reading (Adoption)	6:00pm Tuesday, September 17, 2024

FLUM Request

Planning and Zoning Commission	10:00am Wednesday, August 21, 2024
City Council Reading (Adoption)	6:00pm Tuesday, September 17, 2024

Voluntary Annexation Request

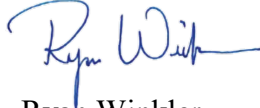
City Council 1 st Reading	6:00pm Tuesday, September 03, 2024
City Council 2 nd Reading (Adoption)	6:00pm Tuesday, September 17, 2024

Costs incurred by the City's outside engineering consultants and City Attorney will be billed directly to the applicant. Costs incurred for advertisements will be billed directly to the applicant.

ATTACHMENT #2

If you have any comments or questions about the project status, please do not hesitate to contact my office at 352-735-7112.

Sincerely,



Ryan Winkler
Senior Planner

cc: Roland Magyar, Rolkelray LLC "Owner", rmagyar@att.net



DEVELOPMENT REVIEW COMMITTEE COMMENTS

DATE: August 6, 2024
FROM: Vince Sandersfeld, Planning Director
CONTACT: 352-735-7112 Ext.1707 or SandersfeldV@cityofmoundora.com
THROUGH: Ryan Winkler, AICP, Senior Planner
PROJECT NAME: Rolkelray LLC – Limit Avenue Properties
REVIEW TYPE: Z24-01 Rezoning – First Review

Administrative approval (or lack of comment on a specific item) does not constitute a waiver of any code requirements nor does it relieve the developer of responsibility to meet those requirements. It shall be the responsibility of the developer to correct any defects in the plans or the facility as constructed that results in a failure to meet applicable code requirements.

Review Comments

The applicant must revise the plan sets and/or provide additional information to address the following comments.

City Water and Sewer Utilities

Comments provided by William Mitchell, MitchellW@mountdora.gov

1. The City of Mount Dora does not have wastewater treatment capacity at the Wastewater Treatment Plan #2 (WWTP2) to serve new and unpermitted projects at this time.
2. Contact City Water and Sewer Utilities for more information.

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Informational Comments

The Offices or Departments of the City involved with the review process have provided informational comments to inform the applicant of Code requirements and/or processes that will be required as the project moves forward in the development process. The informational comments are listed below.

Planning and Zoning

Comments provided by Ryan Winkler, winklerr@cityofmounddora.com

1. The FLUM and Rezoning Applications have been scheduled for Public Hearing with Planning and Zoning Commission on Wednesday, August 21, 2024. Formal correspondence forthcoming.
2. Associated annexation application request has been schedule for City Council consideration of adoption (1st Reading) on Tuesday, September 3rd, pending recommendation from the Planning and Zoning Commission.
3. Once the rezoning application request is approved, a site plan review application shall be submitted to the Office of Planning and Zoning. The site plan shall be reviewed by the Development Review Committee (DRC) and presented to the Planning and Zoning Commission (PZC) for approval, approval with conditions, or denial.
4. Once the site plan is approved by the DRC and PZC, the Applicant will need to apply for a site development permit through Building Services prior to commencing horizontal development on the property.
5. The C-1 district is recognized as a pedestrian oriented commercial district. The site plan shall show pedestrian connectivity with required sidewalks and/or multipurpose trail.
6. Close coordination with Lake County Public Works to determine northern access to site from Limit Avenue.
7. Pursuant to LDC Section 6.3.10: A thirty-five (35)-foot service drive/frontage road easement shall be provided along U.S. 441 extending the entire length of all parcels of land proposed for development and fronting on the roadways. Said service drive/frontage road shall be dedicated to the City of Mount Dora. If the required frontage road is not feasible for the developer to install a service drive/frontage road at the time of development, the City shall require the developer to enter into an agreement to provide the service drive/frontage road at a time designated by the City. The Developer shall post a performance bond in the amount of 110 percent of the total construction cost. The amount of the performance bond must be approved as adequate the Director of Public Works.
8. Pursuant to LDC Section 6.4.1, all development is required to be on the City's central potable water system, except when prohibited by law. According to the Summary of

Services provided with the application, the proposed commercial project estimates a demand total of 4,646 GPD.

Potable water summary

The proposed project consists of 30,975 SF of commercial uses that will be served potable water by the City of Mount Dora. Below are the estimated potable water flows for the project based on the City of Mount Dora engineering standards pursuant to Chapter VII, Section 7.13, 7.13.2.

POTABLE WATER					
TYPE	GPD/CAPITA	CAPITA/UNIT	DEMAND PER UNIT (GPD)	# OF UNITS	DEMAND TOTAL
COMMERCIAL	0.15	N/A	N/A	30,975 SF	4,646 GPD

9. Pursuant to LDC Section 6.4.2, all development is required to be on central sewer. According to the Summary of Services provided, the proposed total demand for sanitary sewer services is 4,646 GPD.

Sanitary Sewer Summary

The proposed project consists of 30,975 SF of commercial uses that will be served sanitary sewer services by the City of Mount Dora. Below are the estimated sanitary sewer flows for the project.

SANITARY SEWER					
TYPE	GPD/CAPITA	CAPITA/UNIT	DEMAND PER UNIT (GPD)	# OF UNITS	DEMAND TOTAL
COMMERCIAL	0.15	N/A	N/A	30,975 SF	4,646 GPD

10. An environmental assessment provided with the application indicates there are no protected species or wetlands on the subject parcels.
11. Pursuant to LDC 6.2.9, Ponds used for the required retention with percolation may be designed as a separate facility, or pollution abatement may be combined into the design of the retention pond. Ponds shall be designed to reduce the peak rate of flow from the developed site to the peak rate of flow prior to the development of the site. All retention ponds will be designed as dry bottom ponds. The volume of stormwater impounded for pollution abatement will be recovered within a 72-hour time period. The bottom of a required retention pond shall be a minimum of three-feet above the seasonal high water table. Final design infiltration rates will be determined by a Geotechnical Engineer or Professional Geologist. All necessary calculations to support the above shall be submitted to the city at the time of site plan review.
12. A landscape plan, irrigation and maintenance plans shall be submitted with the site plan application showing the size, type and location of all landscaping, screens, walls, fences,

ATTACHMENT #2

DRC Comments – Limit Avenue
Z24-01 - Rezoning– First Review
August 6, 2024

and buffers, consistent with LDC Section 6.6. A tree survey and mitigation plan shall be submitted with the site plan application to show the all the existing trees (location, genus, DBH, and health status) on site that are proposed to remain vs. removal. The tree mitigation plan shall utilize the table below:

Total existing number of trees sized 6"—23.99": _____
Total existing number of trees sized 6"—23.99" removed: _____
Total existing number of trees sized 24" or greater: _____
Total existing number of tree sized 24" or greater removed: _____
Total number of trees replaced at ratio 1:1 for trees removed 6'—23.99": _____
Total number of trees placed at ratio 1:6 (for trees removed 24" or greater): _____
Total number of trees replaced: _____
Total number of tree deficient (not being replaced) for tree bank contribution and includes total dollar amount of contribution funds: \$ _____

Building Services – Flood Review

Comments provided by Ryan Morgan, morganr@mountdora.gov

Property is located within floodzone X which is outside the Special Flood Hazard Area (MJ).

Building Services – Fire Review

Comments provided by John Abner, abnerj@mountdora.gov

1. Comments may be forthcoming under a separate cover letter.

Fire Department

Comments provided by Michael Smith, smithm@mountdora.gov

1. Comments may be forthcoming under a separate cover letter.

Lake County Public Works

Comments Provided by Seth Lynch, slynch@lakecountyfl.gov

1. Comments may be forthcoming under a separate cover letter.

ATTACHMENT #2



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

August 16, 2024

Ryan Winkler,
Senior Planning
City of Mount Dora
Planning and Development Department
510 N. Baker Street
Mount Dora, Florida 32757
(sent via email)

RE: PROJECT: Rolkeray, LLC Limit Avenue Project / Planned Unit Development - Mixed Use
Planned Use Development
CASE NO.: Z24-01

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Lake County recommended requirements for the Rolkeray, LLC rezoning impacts to roadways and drainage systems:

Limit Avenue:

- Access off Limit Avenue is concern as it is very close to the signalized intersection with US 441. This access would need further review to analyze if the county would permit the access connection for the proposed development as shown in the concept plan for the rezoning. If access would be allowed, then it may be restricted or reduced in turning movements for the vehicular traffic.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

- A sidewalk will be required along the road frontage of Limit Avenue to meet both city and county requirements.
- Additional right-of-way maybe required to accommodate the sidewalk while maintaining the road and roadside swale drainage.

US 441:

- US 441 is a state road under the maintenance jurisdiction of the Florida Department of Transportation (FDOT). The access, drainage, utility, and sidewalk would need permitted with FDOT.

Internal connectivity:

- Cross access meeting the Florida Department of Transportation requirements should be provided along US 441.
- Bicycle and pedestrian accommodations will need to b made and include a sidewalk connectivity from the internal buildings to the public right-of-way/sidewalk along US 441 and/or Limit Ave.

Traffic:

- A Traffic Impact Analysis will be required of this development for review by the County.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Mount Dora and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc:

Jeff Earhart, Engineering Director for Lake County
Janie Barron, Planning Manager for Lake County
Michele Janezewski, City of Mount Dora

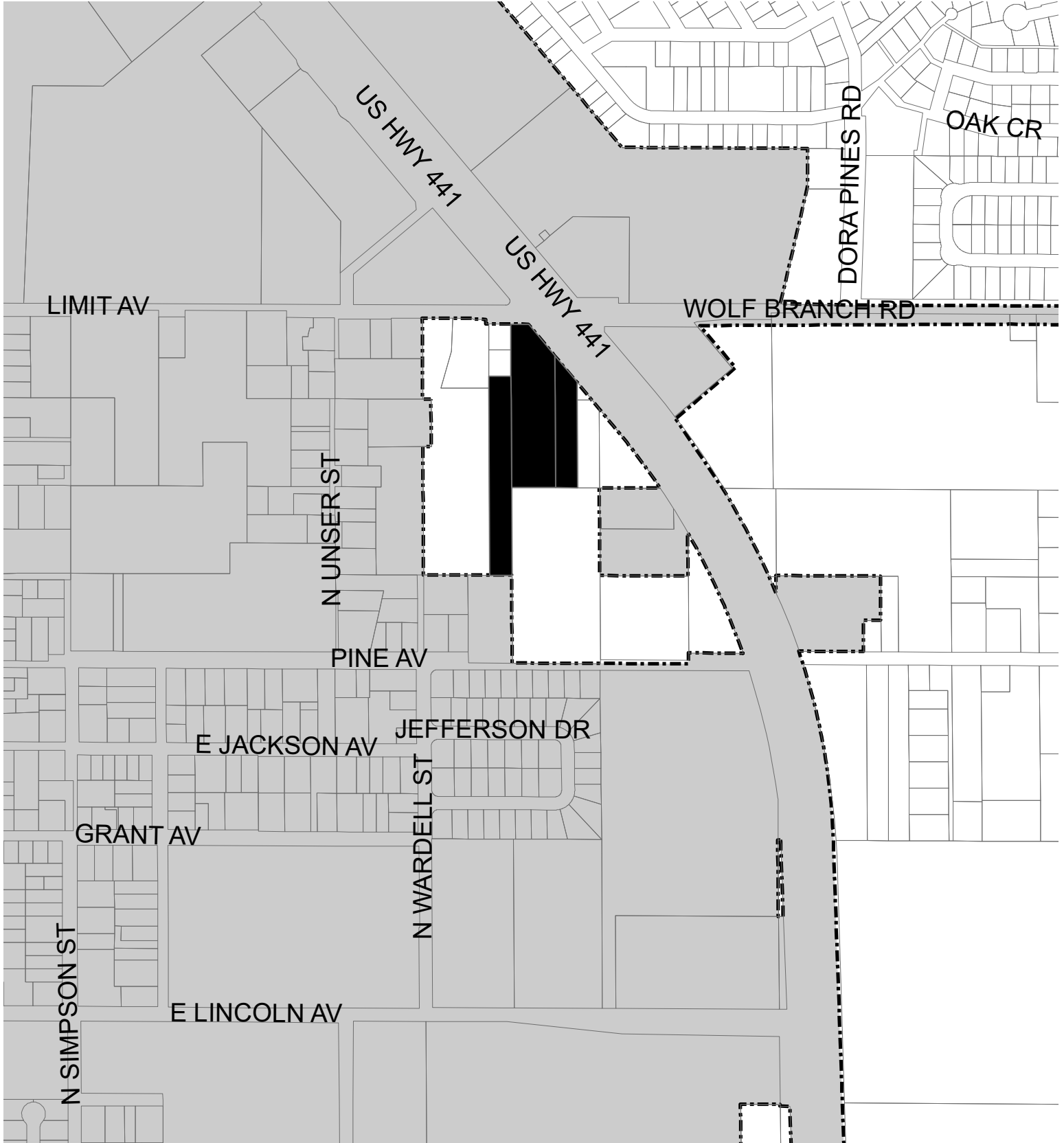


ATTACHMENT #2
Vicinity Map
Rolkelray LLC
4.54 +/- Acres



Legend

-  Subject Parcel
-  City Limits





ATTACHMENT #2

Aerial Map
Rolkelray LLC
4.54 +/- Acres

N



N.T.S.

Legend

-  Subject Parcel
-  City Limits

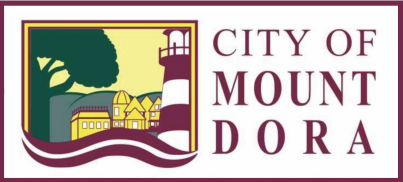


City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

FLUM Amendment City of Mount Dora (Rolkelray, LLC)

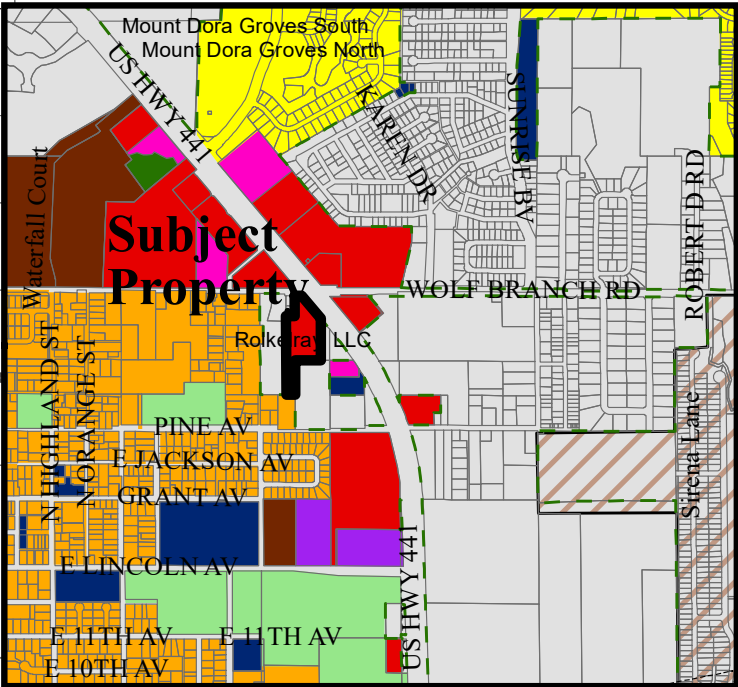
Existing FLU: County Commercial
Proposed FLU: City Commercial



0 1,400 2,800 Feet

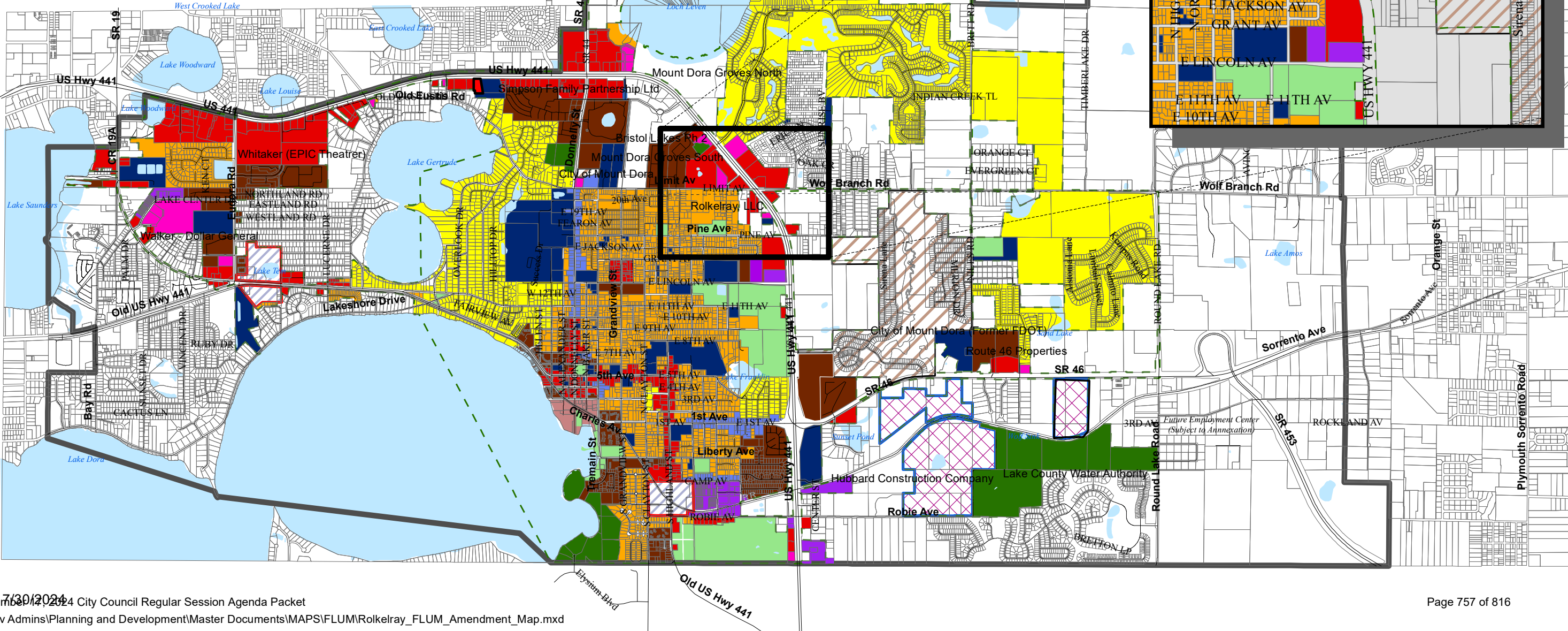
Map II-2a

Small-Scale FLUM Amendment



LEGEND:

- Owner Name**
- Rolkelray, LLC
- Features**
- Mixed Use Traditional (MU-1)
 - Mixed Use Downtown (MU-2)
 - Employment Center
 - Residential Professional/Office
 - Low Density Residential (2.5 DU/AC or Less)
 - Low/Medium Density Residential (4 DU/AC or Less)
 - Medium Density Residential (6 DU/AC or Less)
 - High Density Residential (18 DU/AC or Less)
 - Industrial
 - Commercial
 - Office
 - Recreation
 - Public Lands/Institutions
 - Conservation
 - Water Bodies/Lakes
- City Limits**
- JPA
 - Rail Road



3.4.6. C-1 Neighborhood Commercial District:

1. *Description of district.* This district is established to provide commercial areas that serve neighborhood needs without damaging the residential character of the neighborhood and without attracting traffic from outside the neighborhood. The architecture of the proposed development shall be compatible with the established neighborhood. Areas of the city in which this district is appropriate are designated as "commercial" on the future land use map of the comprehensive plan and are generally located adjacent to Gorham Street, Grandview Street; and between Grant Avenue and Lincoln Avenue. Other areas may be considered which support neighborhood type commercial uses. Proposed sites must be of sufficient size to allow for required buffers.
2. *Permitted uses.*
 - a. Any small convenience retail business or service customarily serving residential neighborhoods as opposed to businesses that serve regional areas, including drug stores, shoe repair, hardware stores jewelry stores, banks, florists, camera stores, luggage stores, tailor shops, photographic studios, restaurants, office supplies, paint stores, antique shops, specialty shops, convenience stores, commercial recreation, and other similar retail and office uses as those shown above.
 - b. Residential associated with the permitted uses set forth in subparagraph a. above.
3. *Conditional uses (See section 2.5.1.5):*
 - a. Churches.
 - b. Funeral homes.
 - c. Day care centers.
 - d. Public service and utility facilities.
 - e. Gas stations.
 - f. Adult living facility.
 - g. Nursing homes.
4. *Prohibited uses:*
 - a. Bars and cocktail lounges.
 - b. Liquor stores.
 - c. Massage parlors.
 - d. Medical marijuana dispensaries.
 - e. Non-medical marijuana sales.
 - f. Cannabis farms.
 - g. All uses not allowed as either a permitted use or a conditional use above are prohibited unless adopted as part of a planned unit development.
5. *Site development standards:*
 - a. Minimum building setbacks: Buildings shall be set back consistent from property lines with existing, adjacent or nearby buildings so as to provide uniform frontage and spacing without blocking reasonable visibility of existing buildings.

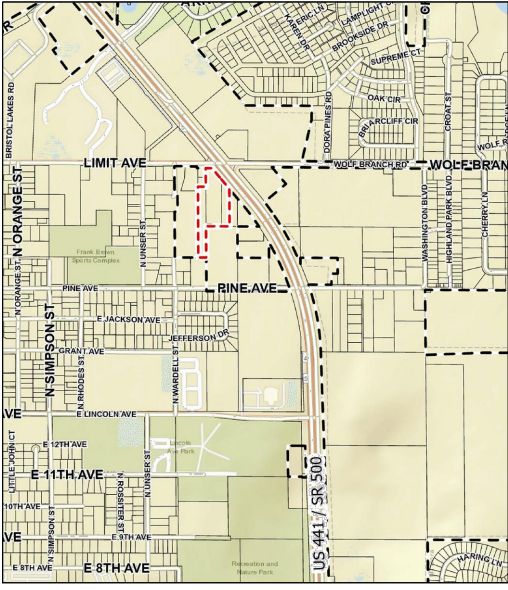
ATTACHMENT #2

- b. Maximum building height: 35 feet.
Within 100 feet of Lake Dora: 25 feet.
- c. Minimum street frontage (ft.): No minimum street frontage is required, provided that building and fire codes can be met and necessary services are provided.
- d. Parking: The C-1 district as described above is recognized as a pedestrian oriented commercial district. Based on the level of pedestrian activity in the district, parking shall be provided based upon availability of land outside the applicable buffer.
- e. Landscaping/buffers: Building shall be buffered from property lines consistent with existing adjacent, or nearby buildings as to provide uniform landscaping and buffering. Landscape planting requirements shall meet the requirements of a type "a" buffer as described in section 6.6.
- f. Floor area ratio (FAR): 0.25.

Owner:
Rolkelray, LLC
635 E. Livingston St
Orlando, FL 32803

Client:
Mr. Mark Wright
Ironcrest Capital, LLC
1710 Windsor Drive
Winter Park, FL 32789

Agent/Consultant:
LPG Urban & Regional
Planners, LLC
Michael Rankin,
Managing Member
1162 Camp Ave.
Mount Dora, FL 32757
352-385-1940



Location

Notes:

Property Address: 20010 US Hwy 441, Mount Dora, FL 32757

Acreage: 4.5/196,020 SF

Flood Zone: X, Community Map Panel:120421-12069C0359E
Existing FLU: Lake County-Regional Commercial
Existing Zoning: Lake County-C-1
Proposed FLU: City of Mont Dora-Commercial
Proposed Zoning: City of Mont Dora-Commercial City of Mount
Proposed Uses: All uses allowed in the C-1 Zoning District consistent with Sec. 3.4.6 of the Mount Dora Land Development Code.

Proposed Intensity:
Shopping Center Square Footage: 29,775 sf
QSR Coffee Square Footage: 1,200 sf
Total Building Square Footage: 30,975 sf

ISR
Maximum: 80%
Proposed: 41%

FAR
Maximum-.25
Proposed- .15

Building Height
Maximum-35'
Proposed-35'

Open Space
Required: 20%
Proposed: 34%

Setback
Front (US-441)-150' from centerline
Front(Limit Ave)-115' from centerline
Side-10'
Rear-10'

Parking:
Shopping Center 1 space per 250 sq feet of gross leasable floor area
Drive Through Coffee: 1 space for each four seats plus one space for each employee on the largest shift.
Required: 124 Parking spaces
Provided: 143 Parking spaces

Drive Through Queuing: 6
Handicap Required: (1 space per 25 required parking spaces per LDC Sec. 6.5.9): 4 Spaces
Handicap Provided: 6 spaces
Bike Parking Required: (5% of total auto spaces (no more than 5 bike racks) per LDC Sec. 6.5.11 (6)):5 Bike Racks
Bike Parking Provided:5 Bike Racks
Wheel Stops shall be provided per LDC Sec. 6.5.11

Landscaping:
Perimeter Buffering: Type "a" Buffer 10'- consisting of 4 canopy trees, five understory trees, and continuous hedge per 100 linear feet(LDC Sec. 6.6.2)
Perimeter Building landscaping-2,920 SF must be on primary façade.

Screening material and design shall be consistent with design treatment of the primary facades of the commercial building or project and the landscape plan

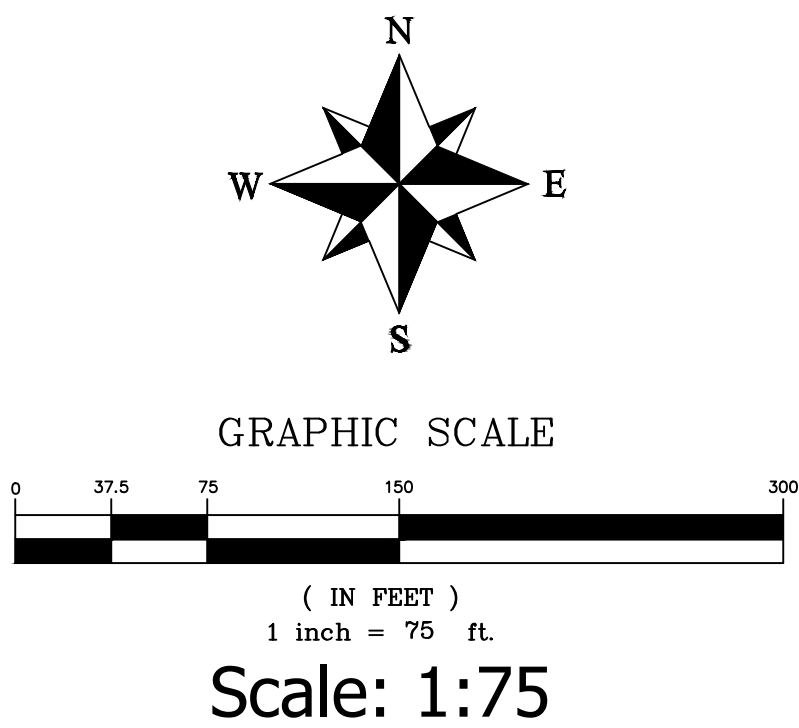
Loading or docking, outdoor storage, trash collection, mechanical equipment, trash compaction, vehicular storage, excluding new and used cars, recycling, roof top equipment and other service function areas shall be fully screened from adjacent properties and road way corridors at ground and pedestrian level.

Loading Zones shall be provided consistent with LDC Sec. 6.5.10.

Site Lighting: Shall be consistent with LDC Sec. 6.5.8 and 6.13. 3(i)(9) in no case shall lighting exceed 30' in height.

Legal Description(s)

Parcel 1: THAT PART OF THE WEST 1/2 OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST IN LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF U.S. HIGHWAY 441.
Parcel Identification Number: 29-19-27-0001-0000-1200 (Alt Key 1447127)
Parcel 2: THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA.
Parcel Identification Number: 29-19-27-0001-0000-1300(Alt Key 1447160)
Parcel 3: THE EAST 83.5 FEET OF THE NORTH 3/4 OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST, EXCEPT THAT PORTION SOLD TO WILLIE BURNS AND FLORENCE BURNS, HIS WIFE, AS RECORDED IN OFFICIAL RECORDS BOOK 232, PAGE 222, AND EXCEPT THAT PORTION SOLD TO AMOS RANSON AND MAGGIE RANSON, HIS WIFE, AS RECORDED IN OFFICIAL RECORDS BOOK 276, PAGE 570.
Parcel Identification Number: 29-19-27-0001-0000-1401(Alt Key 1447178)



Limit Ave
Conceptual Plan
Mt. Dora, FL

Urban & Regional Planners, LLC.
1162 CAMP AVENUE - MT. DORA, FL 32757
(352)385-1940 / FAX (352)383-4824

Project #: 2108-1
Alt Keys: 1447127, 1447160, 1447178
June 19th, 2024

1 of 1



JUSTIFICATION FOR REZONING

A rezoning is required due to the annexation of the property into the City of Mount Dora. The subject site is located within the Joint Planning Area (JPA) and within the city's Utility Service Area which indicates that a variety of urban uses are expected to occur in the general area. The proposed zoning of C-1 is consistent with the area and adjacent properties. Adjacent properties within the City are zoned C-3, OP, and PLI and properties within Lake County are zoned C-1.



The following provides justification for the rezoning based on the City of Mount Dora Land Development Regulations (LDR) Chapter III, Section 3.3.4.

1. The need and justification for the change;

The applicant wishes to annex the property into the City of Mount Dora. Assignment of a City of Mount Dora future land use and zoning designation is required. Upon annexation, the subject property will have a full array of municipal services, including central water and wastewater. These changed conditions warrant a change in the zoning. The proposed zoning of C-1 is consistent with the area and adjacent properties. Adjacent properties within the City are zoned C-3, OP, and PLI and properties within Lake County are zoned C-1.

ATTACHMENT #2

Direction	Future Land Use	Zoning	Current Use
North	City Commercial	C-3	Undeveloped
South	County Regional Commercial	C-1	Undeveloped
East	County Regional Commercial City Office and PLI	C-1, OP, PLI	Professional Offices, Church
West	County Regional Commercial	C-1	Store/Residence and Undeveloped

2. **The effect of the change, if any, on the particular property and on surrounding properties;**

The existing County zoning is Neighborhood Commercial (C-1) and the proposed City of Mount Dora zoning is also Neighborhood Commercial (C-1); therefore, the change will have no effect on the subject property or surrounding properties. In fact, permitted uses within Lake County C-1 zoning allow for more commercial uses than the City's C-1 category.

3. **The amount of undeveloped land having the same classifications as that requested in the general area and throughout the city;**

The majority of the undeveloped land in the general area is within Lake County and is designated as Neighborhood Commercial (C-1). The proximity of the site adjacent to US Highway 441 and those properties within the City of Mount Dora are zoned Highway Commercial (C-3), Office Professional (OP), and Public Lands (PLI).

4. **The relationship of the proposed amendment to the purposes of the city's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this code and the plan;**

The proposed amendment is in compliance with the following policies, among others of the City of Mount Dora Comprehensive Plan.

Future Land Use

*FLU Objective 2, Policy a
FLU Objective 4, Policy d*

*Level of Service standards for public services and facilities
Require all zoning to be consistent with land use designation*



FLU Objective 4, Policy e Allow non-residential uses in residential areas
FLU Objective 4, Policy (g)(6) Commercial (C-1)
FLU Objective 6, Policy (b)(c)(d) Compact Growth

5. The availability and provision of adequate services and facilities;

City water and wastewater services are available to the site. Adequate capacity is available to serve future development consistent with the requested Commercial future land use designation and rezoning to Neighborhood Commercial (C-1). US Highway 441 and Limit Avenue has sufficient capacity to serve development on the subject site. Upon annexation, the City will provide other services such as fire and police protection, library services, parks, and recreation. The City provides these services to other properties in the area, so efficiency will improve.

The traffic impact analysis prepared by Walsh Traffic Engineering submitted for the rezoning indicates that the project will not adversely impact area roadways. Access to the subject site is proposed from Limit Avenue and US Highway 441.

6. The impact of the natural environment;

The environmental assessment prepared by Universal submitted for the rezoning indicates that no protected species or wetlands are on the subject site.



CITY OF
MOUNT
DORA

Z24-01

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191

E-mail: plandev@cityofmountdora.com

REZONING APPLICATION

Date: May 28, 2024

1. Applicant's Name: Michael Rankin, Managing Member
Company's Name: LPG Urban and Regional Planners, LLC
Address: 1162 Camp Ave.
City, State & Zip: Mount Dora, FL 32757
Phone: 352-385-1940 E-mail: MichaelR@lpgurp.com
2. Owner's Name: Roland Magyar, Member
Company's Name: Rolkelray, LLC
Address: 635 E. Livingston Street
City, State & Zip: Orlando, FL 32803
Phone: 407-446-6537 E-mail: rmagyar@att.net
3. The property generally located and list adjacent streets: South of Limit Ave. and
west of US Highway 441
4. The address(s) of the property: 200 10 US Highway 441
5. Size of property in Acres: 4.54 Square Feet: 197,762
6. Current Zoning District: Lake County C-1
7. Requested Zoning District: C-1
8. Future Land Use Category: Commercial
9. Present use and structures on the property (list number of residential dwelling units):
Vacant

ATTACHMENT #2

10. Building Size (Existing): N/A
11. Proposed use of property: Neighborhood commercial such uses as restaurant, coffee shop, medical, and retail
12. State the reason for this request, per Section 3.3 of the City's land Development Code (attached additional sheets and support data):
See Attached Justification for Rezoning
13. Is the proposed use permissible in the requested district? Yes
14. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

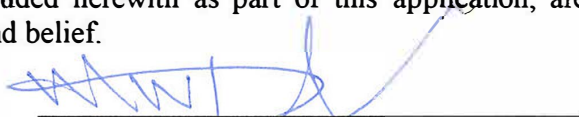
Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	Commercial	C-3	Undeveloped
South	County/City	Regional Commercial/Commercial	C-1	Undeveloped
East	County/City	Regional Commercial/Office and	C-1, OP, PLI	Professional Offices, Church
West	County	Regional Commercial	C-1	Store/Residence and Undeveloped

(districts/categories may be abbreviated)

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Michael Rankin, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.



Signature of Applicant

Michael Rankin

Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 19th day of June
20²⁴ by Michael Rankin who is personally known to me or who has
produced _____ as identification and who did _____ or did
not ✓ take an oath.

SEAL:





Notary Public

Sherie D. Lindh

Print or Type Name

SUBMITTAL CHECKLIST

Provide electronic copies (PDF) of the application, drawings, reports, and all supported documents listed below. Application may be uploaded to City's FTP site at the following link: <https://mountdora.files.com>. Application drawings and document may be copied to CD, thumb drive and delivered to the Planning and Development Department. Contact staff for alternative submittals methods.

The following items must be submitted:

1. Application Fee: **\$3,000.00**

*Resubmital Fee: If substantial revisions are required as determined by the development review committee, all planning, zoning, and development applications shall be submitted within 60 days from the development review committee meeting at which the recommendations were made. After the 60 day time-frame a new application fee is required prior to any further city review.

Note: Additional costs incurred by the city engineer, city attorney, or outside consultants shall be billed directly to the applicant.
2. Completed application (signed and notarized affidavit).
3. Owner authorization letter, notarized from the owner(s), designating the applicant/party to act on their behalf.
4. List the owner's names and mailing addresses for all property lying within 300 feet surrounding the property, as recorded on the latest Official Tax Rolls. Lake County Property Appraisers. Provide written list (see attached) and provide list in Excel Spread Sheet Format and copy Excel spread sheet to CD with submittal packet.
5. The Property Card(s) from the Lake County Property Appraiser's office.
6. Future Land Use and Zoning Maps.
7. Proof of ownership (warranty deed or title certificate).
8. Boundary Survey signed and sealed (recent, accurate survey showing all existing improvements on the property and certified by the surveyor, drawn to engineering scale). Plus seven (2) extra copies of the boundary survey for the remaining packets. Include one reduced survey copy not larger than 11" x 17" paper size, if the original survey is prepared on a large size paper.
9. Legal description of the property in MS Word format (include in CD or email to staff).
10. Traffic Impact Analysis, signed and sealed. Plus a PDF copy to CD.
11. Provide needs and justification for the change. Also, include zoning criteria pursuant to Section 3.3 of the City's land Development Code.

ATTACHMENT #2

12. Provide evidence and documentation of undeveloped land having the same classification as proposed the general area the throughout the City.
13. The relationship of the proposed change in zoning to the purposes of the City's Comprehensive Plan and how the proposed change will further the purposes and intent to the Comprehensive Plan.
14. The relationship of the proposed change in zoning to the purposes of the City's Land Development Code and how the proposed change will further the purposes and intent to the Land Development Code.
15. The availability and provision of adequate services and facilities.
16. The impact on the natural environment.

RESTRICTIONS ON RECONSIDERATION

- Whenever the City Council has taken action to deny a petition to rezone the property, the City shall not:
 - Consider any further petition for the same rezoning of all or any part of the same property for a period of one (1) year from the date of such action;
 - Consider a petition for any kind of zoning on all or any part of the same property for a period of six (6) months from the date of such action. However, a motion to reconsider the denial may be entertained by the Council.
- Whenever the City Council has changed the zoning of any property, the Planning and Zoning Commission shall not consider any petition for rezoning of all or any part of the same property for a period of six (6) months from the effective date of the amendatory ordinance.
- The time limits of this subsection may be waived by the City Council when such action is deemed necessary to prevent injustice.

PROCEDURES

1. Application Submittal Due Date: Completed application form with support documents must be submitted on or before the first Monday on any month.

***** Incomplete submittals will not be accepted*****

1. Following complete submittal, the application will be scheduled for the next available Development Review Committee (DRC) meeting for review and comment.
2. If approved by the Development Review Committee the application will be forwarded to the next available Planning and Zoning Commission meeting.

ATTACHMENT #2

3. Following action by the Planning and Zoning Commission, the application will be forwarded to the City Council at their next available meeting for final action.

SURROUNDING OWNERS LIST

List the owner's names and mailing addresses for all property lying within 300 feet surrounding the property, as recorded on the latest Official Tax Rolls. Property owners obtained from the Lake County Property Appraisers web site. Provide a written list (see below). Also provide the owners list in Excel Spread Sheet Format and copy to CD with submittal packet.

Akara Hatcher
Name
1800 Memorial Dr. SE , Apt. G6
Address
Atlanta GA 30317
City State Zip

Army of Christ
Name
P.O. Box 677
Address
Mount Dora FL 32756-0677
City State Zip

Silva Harris
Name
2020 N Unser St.
Address
Mount Dora FL 32757
City State Zip

William Farmer
Name
1 Savannah Sq Dr, Unit 81
Address
Savannah GA 31406
City State Zip

Sharon Johnson
Name
1720 N Unser St.
Address
Mount Dora FL 32757
City State Zip

Lueberthay McGee
Name
2056 NW 55th Blvd., Apt B 11
Address
Gainesville FL 32653
City State Zip

Robert Scott
Name
2060 Highland Park Blvd.
Address
Mount Dora FL 32757
City State Zip

Christopher Shipley
Name
20110 US Highway 441
Address
Mount Dora FL 32757
City State Zip

Rokel, Inc.
Name
1541 Sunset Circle
Address
Mount Doa FL 32757
City State Zip

Name
Address
City State Zip

Note: Hearing Notifications (Mailings): The applicant shall pay, as part of the application fee, mailings to surrounding owners for the initial 200 notices. The applicant shall reimburse the City the mailing cost for all notices after 201 and for any subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling of any hearing. Such cost shall be billed directly to the applicant.

Updated 5/13/2021

ATTACHMENT #2

3. Following action by the Planning and Zoning Commission, the application will be forwarded to the City Council at their next available meeting for final action.

SURROUNDING OWNERS LIST

List the owner's names and mailing addresses for all property lying within 300 feet surrounding the property, as recorded on the latest Official Tax Rolls. Property owners obtained from the Lake County Property Appraisers web site. Provide a written list (see below). Also provide the owners list in Excel Spread Sheet Format and copy to CD with submittal packet.

Samantha Taylor
Name
1501 E Pine Ave.
Address
Mount Dora FL 32757
City State Zip

CFL-SFR LLC
Name
7958 Via Dellagio Way, Suite 304
Address
Orlando FL 32819
City State Zip

KEDA Properties LLC
Name
433 Lime Ave
Address
Daytona Beach FL 32124
City State Zip

Albert Larry
Name
1999 N Wardell St.
Address
Mount Dora FL 32757
City State Zip

AJK, Inc.
Name
P.O. Box 1751
Address
Apopka FL 32704
City State Zip

ARC Lwaugga001 LLC
Name
11995 El Camino Real
Address
Sand Diego CA 92130-253
City State Zip

Dora Pines Land Trust
Name
3600 N Highway 19A
Address
Mount Dora FL 32757
City State Zip

Racetrac Petroleum, Inc.
Name
P.O. Box 2437
Address
Smyrna GA 30081-243
City State Zip

Elbert Harris
Name
1309 Golf Point Loop
Address
Apopka FL 32712
City State Zip

Name
Address
City State Zip

Note: Hearing Notifications (Mailings): The applicant shall pay, as part of the application fee, mailings to surrounding owners for the initial 200 notices. The applicant shall reimburse the City the mailing cost for all notices after 201 and for any subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling of any hearing. Such cost shall be billed directly to the applicant.

Updated 5/13/2021

ATTACHMENT #2

Potable water summary

The proposed project consists of 30,975 SF of commercial uses that will be served potable water by the City of Mount Dora. Below are the estimated potable water flows for the project based on the City of Mount Dora engineering standards pursuant to Chapter VII, Section 7.13, 7.13.2.

POTABLE WATER					
TYPE	GPD/CAPITA	CAPITA/UNIT	DEMAND PER UNIT (GPD)	# OF UNITS	DEMAND TOTAL
COMMERCIAL	0.15	N/A	N/A	30,975 SF	4,646 GPD

Sanitary Sewer Summary

The proposed project consists of 30,975 SF of commercial uses that will be served sanitary sewer services by the City of Mount Dora. Below are the estimated sanitary sewer flows for the project.

SANITARY SEWER					
TYPE	GPD/CAPITA	CAPITA/UNIT	DEMAND PER UNIT (GPD)	# OF UNITS	DEMAND TOTAL
COMMERCIAL	0.15	N/A	N/A	30,975 SF	4,646 GPD

Needed Fire Flow Summary

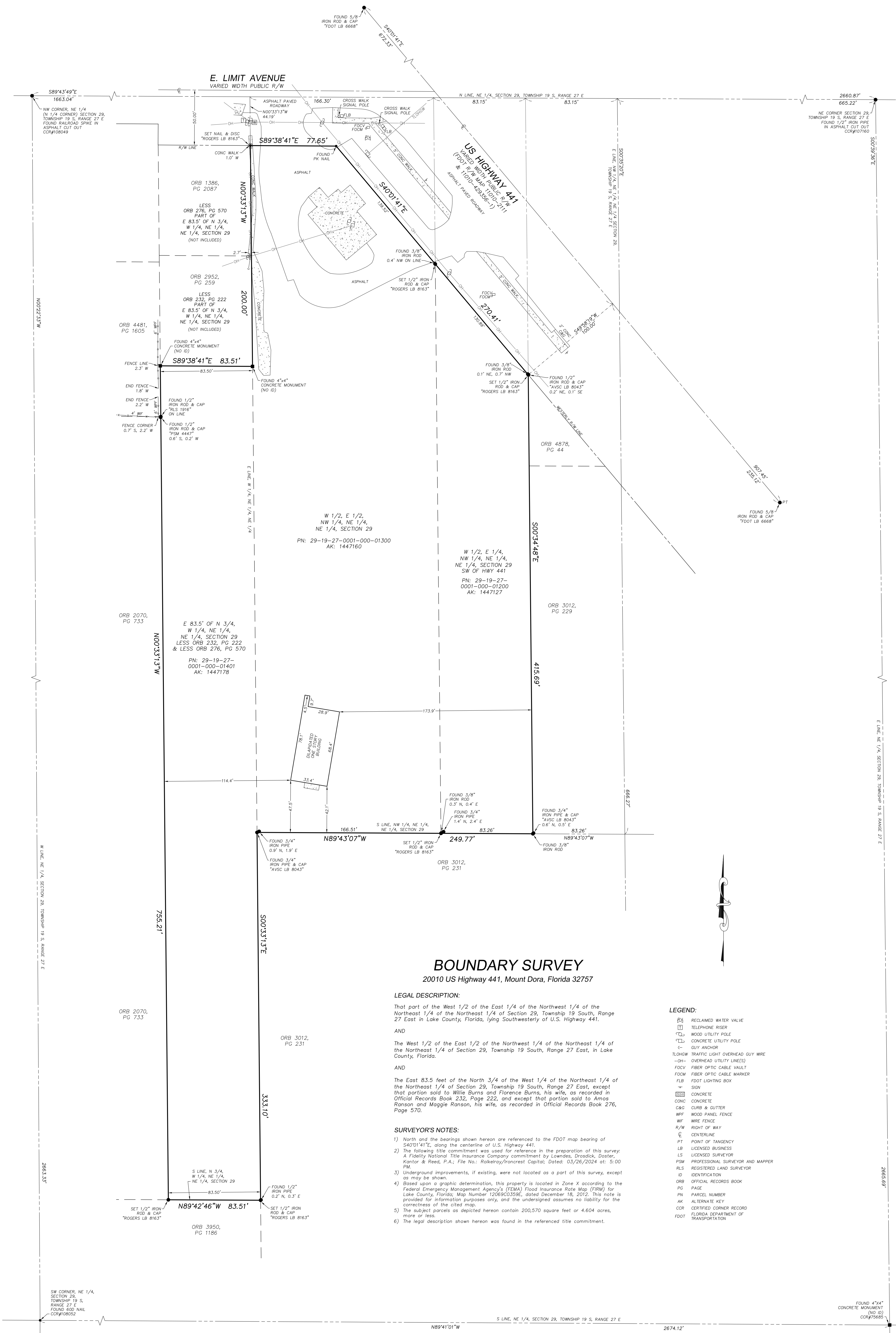
The City of Mount Dora is the fire flow provider for the proposed project location. The proposed project will provide a minimum needed fire flow of 1,500 gpm @ 20 psi per the City of Mount Dora, or those required by the ISO, whichever is greater. Fire hydrants, and fire department connections as required by the City and ISO code will be provided onsite.

Stormwater System Summary

The proposed project will have its own stormwater retention that will provide stormwater treatment and retention. The proposed stormwater ponds will meet the City of Mount Dora and St. Johns River Water Management District requirements.

Roadway Summary

The proposed project will provide connections to the existing roadway network as shown on the concept plan. All onsite drive isles will be privately owned and maintained. All onsite drive isles will be a minimum 24 ft. wide for two-way traffic.



BOUNDARY SURVEY
20010 US Highway 441, Mount Dora, Florida 32757

LEGAL DESCRIPTION:

That part of the West 1/2 of the East 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida, lying Southwesterly of U.S. Highway 441.

AND

The West 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida.

AND

The East 83.5 feet of the North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, except that portion sold to Willie Burns and Florence Burns, his wife, as recorded in Official Records Book 232, Page 222, and except that portion sold to Amos Ranson and Maggie Ranson, his wife, as recorded in Official Records Book 276, Page 570.

SURVEYOR'S NOTES:

- 1) North and the bearings shown hereon are referenced to the FDOT map bearing of S40°14'1"E, along the centerline of U.S. Highway 441.
- 2) The following title commitment was used for reference in the preparation of this survey: A Fidelity National Title Insurance Company commitment by Lowndes, Drosdick, Doster, Kantor & Reed, P.A.; File No.: Rakearay/Ironcrest Capital; Dated: 03/26/2024 at 5:00 PM.
- 3) Underground improvements, if existing, were not located as a part of this survey, except as may be shown.
- 4) Based upon a graphic determination, this property is located in Zone X according to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Lake County, Florida; Map Number 12089C0359E, dated December 18, 2012. This note is provided for information purposes only, and the undersigned assumes no liability for the correctness of the cited map.
- 5) The subject parcels as depicted hereon contain 200,570 square feet or 4.604 acres, more or less.
- 6) The legal description shown hereon was found in the referenced title commitment.

LEGEND:

- BS RECLAIMED WATER VALVE
- TR TELEPHONE RISER
- CU WOOD UTILITY POLE
- CL CONCRETE UTILITY POLE
- CA GUY ANCHOR
- TLOWGW TRAFFIC LIGHT OVERHEAD GUY WIRE
- OH- OVERHEAD UTILITY LINE(S)
- FOCV FIBER OPTIC CABLE VAULT
- FOCM FIBER OPTIC CABLE MARKER
- FLB FDOT LIGHTING BOX
- SM SIGN
- CONC CONCRETE
- CONC CONCRETE
- C&G CURB & GUTTER
- WPF WOOD PANEL FENCE
- WF WIRE FENCE
- R/W RIGHT OF WAY
- C CENTERLINE
- PT POINT OF TANGENCY
- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- RLS REGISTERED LAND SURVEYOR
- ID IDENTIFICATION
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PN PARCEL NUMBER
- AK ALTERNATE KEY
- CCR CERTIFIED CORNER RECORD
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

ROGERS SURVEYING
AND MAPPING, INC. ♦ 352-735-8734
357 E 7TH AVE, MOUNT DORA, FL 32757 ♦ LB 8163

SURVEY DATE: 04/15/2024 FIELD BY: P. MUNSCH
SCALE: 1" = 40' DRAWN BY: L. GRIFFIN
PROJECT ID: RS-3206
FILE NAME: 29-19-27 20010USHWY441 RS-3206

SCALE: 40 0 20 40 80
1" = 40'

CERTIFIED TO:

Ironcrest Capital LLC
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Fidelity National Title Insurance Company

BRIAN S. ROGERS, PSM ♦ LS 7067
FLORIDA LICENSED SURVEYOR AND MAPPER

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, WHEN ELECTRONICALLY SIGNED AND SEALED. PRINTED COPIES ARE NOT CONSIDERED SIGNED AND SEALED, AND THE SIGNATURE AND SEAL MUST BE VERIFIED ON AN ELECTRONIC COPY OF THIS SURVEY.

ATTACHMENT #3

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2024-18
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance No. 2024-18. The final public hearing on the ordinance will be held on **Tuesday, September 17, 2024, at 6:00 p.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance No. 2024-18 is as follows:

ORDINANCE NO: 2024-18

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FROM COUNTY NEIGHBORHOOD COMMERCIAL (C-1) TO NEIGHBORHOOD COMMERCIAL (C-1) FOR PROPERTY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE, COMPRISING 4.604 ACRES, MORE OR LESS, AS FURTHER DESCRIBED HEREIN; 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.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112

ATTACHMENT #3

for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

For Questions or Comments, please email planningcomments@cityofmounddora.com

Published (Legal Notice): September 6, 2024

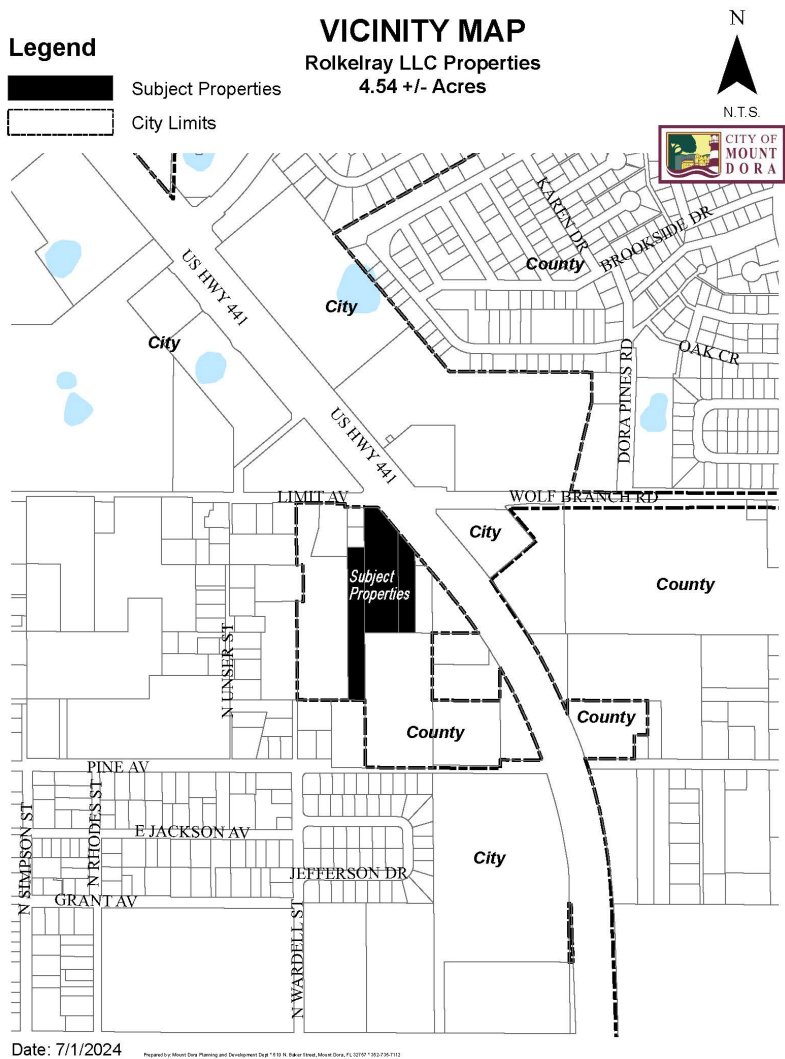
NOTICE OF ZONING CHANGE
ORDINANCE NO. 2024-18
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida will conduct a public hearings to consider the adoption of Ordinance No. 2024-18 for proposed changes to the City of Mount Dora Zoning Map. The title and substance of proposed Comprehensive Plan Ordinance is as follows:

ORDINANCE NO: 2024-18

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FROM COUNTY NEIGHBORHOOD COMMERCIAL (C-1) TO NEIGHBORHOOD COMMERCIAL (C-1) FOR PROPERTY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE, COMPRISING 4.604 ACRES, MORE OR LESS, AS FURTHER DESCRIBED HEREIN; 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.

Further, the adoption of Ordinance No. 2024-18 includes a Zoning Map Amendment changing certain lands from County Neighborhood Commercial to Neighborhood Commercial as depicted on the map of this advertisement below:



ATTACHMENT #3

The City Council of the City of Mount Dora, Florida will conduct a public hearing to consider the adoption of Ordinance No. 2024-18 on **Tuesday, September 17, 2024**. This meeting will be held at City Hall, 510 North Baker Street, Mount Dora, Florida and will begin at 6:00 p.m., or as soon thereafter as possible.

Interested parties may appear at the meeting and be heard with respect to the proposed change in zoning.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

For Questions or Comments, please email staff at **planning@mountdora.gov**.

Title in 18 point
2 column, 10.5 inch; Non-legal

Publish: September 6, 2024

ORDINANCE NO: 2024-18

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; 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.

WHEREAS, Roland D. Magyar DBA Rolkelray LLC (Property Owner) is the fee simple owner of the property submitted an application requesting a zoning district classification change and a Zoning Map amendment for that property located on the west side of US Highway 441 and south of Limit Avenue, as depicted on **Exhibit "A"**, attached hereto (Property); and

WHEREAS, the requested zoning district classification change and Zoning Map amendment are consistent with the City of Mount Dora Comprehensive Plan and meet the criteria established by Florida Statutes, Chapter 166; and

WHEREAS, pursuant to applicable law, notice has been given to Lake County and to the public by publication in a newspaper of general circulation in the City; and

WHEREAS, on August 17, 2024, the City of Mount Dora Planning and Zoning Commission approved the requested zoning district classification change and Zoning Map Amendment; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to City Neighborhood Commercial (C-1), considered the findings and advice of staff and considered the written information, oral comments and supporting data and analysis provided by citizens and all interested parties; and

WHEREAS, the City of Mount Dora finds such zoning district classification change and Zoning Map amendment serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted as legislative findings and intent of the City of Mount Dora.

SECTION 2. ZONING DISTRICT CLASSIFICATION CHANGE. Pursuant to City of Mount Dora Land Development Code, Chapter III, the Property as more particularly described below is hereby rezoned and assigned the Neighborhood Commercial (C-1) zoning classification:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida, described as follows:
Commence at the Northwest corner of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida; thence run S89°43'49"E, along the North line of said Northeast 1/4 of Section 29, a distance of 1663.04 feet to the East line of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 44.19 feet to the South right of way line of East Limit Avenue; thence run S89°38'41"E, along said South right of way line, 77.65 feet to a point of intersection with the Southwesterly right of way line of U.S. Highway 441 (State Road 500); said Southwesterly right of way line being 100.00 feet Southwesterly of and parallel with the centerline of said right of way of U.S. Highway 441; thence run S40°01'41"E, along said Southwesterly right of way line, a distance of 270.41 feet to the East line of the West 1/2 of the East 1/4 of the Northwest 1/4 of the aforesaid Northeast 1/4 of the Northeast 1/4 of Section 29; thence departing said right of way line run S00°34'48"E, along said East line, a distance of 415.69 feet to the South line of the Northwest 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°43'07"W, along said South line, a distance of 249.77 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 333.10 feet to the South line of the North 3/4 of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°42'46"W, along said South line, a distance of 83.51 feet to the West line of the East 83.50 feet of said North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence N00°33'13"W, along said West line, 755.21 feet to a line lying 200.00 feet Southerly of the aforesaid South right of way line of East Limit Avenue; thence run S89°38'41"E, parallel with said South right of way line, a distance of 83.51 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said East line, a distance of 200.00 feet to the Point of Beginning.

Containing 200,570 square feet or 4.604 acres, more or less.

SECTION 3. OFFICIAL ZONING MAP AMENDMENT. The Official City Zoning Map of the City of Mount Dora shall be amended to conform to the zoning assignment approved in Section 2 of this Ordinance.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the zoning district classification change and Zoning Map amendment related to the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 8. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

FIRST READING: September 3, 2024

SECOND READING: September 17, 2024

PASSED AND ADOPTED this 17th day of September, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

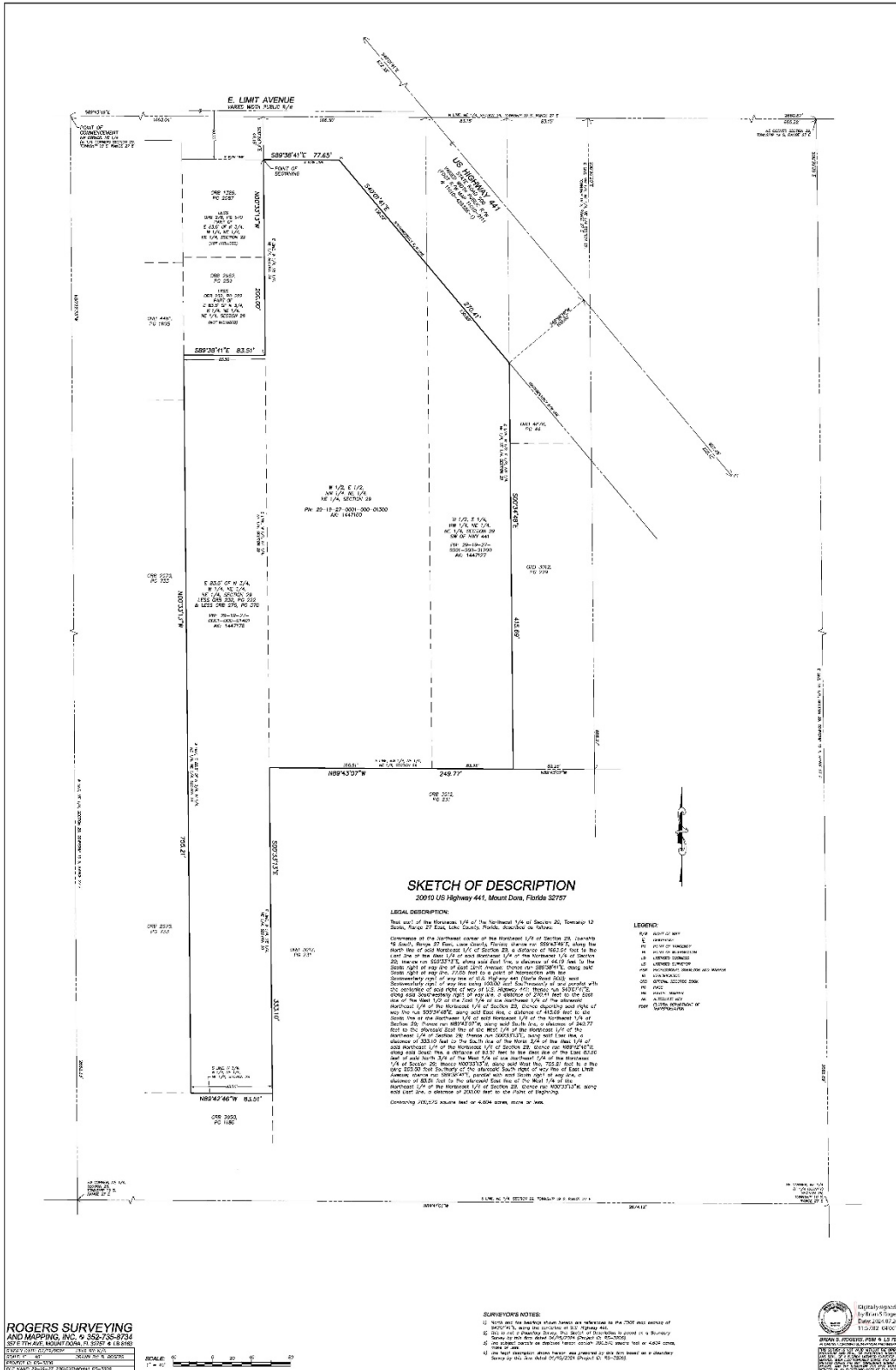
ATTEST:

JEANANN HAND
CITY CLERK

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

Patrick Brackins, City Attorney

Property Depiction





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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request adoption of **Resolution No. 2024-25** Endorsement of the Mount Dora Historical Society Historic Marker Program

Introduction:

This is a request for City Council to approve Resolution No. 2024-25.

Discussion:

The Mount Dora Historical Society, a Florida not-for-profit corporation, has established an historic marker program. The Historical Society is seeking to install 12" X 18" signs on select buildings within the downtown business district. Twenty-seven (27) buildings have been identified due to their history and available historic photos, and more buildings may be included in the future. The markers will include the history of a specific building, historic photo(s), and a QR code that directs the user to the Mount Dora Archives website which provides additional history and historic photos. The markers will be constructed to last ten years and will be affixed to the building with gold fixtures. The Mount Dora Historical Society will own and maintain the markers, and will be responsible for obtaining permission from the property owner to place the marker on the buildings. The details, descriptions, example of a marker, and selected sites are included in Attachments #1, 2 and 3.

The goal of the program is to implement their mission statement: "Shaping the Future of Mount Dora by Honoring the Past;" foster an appreciation for the history of Mount Dora, and its historically significant buildings and locations; and encourage heritage tourism.

On July 31, 2024, the Mount Dora Historic Preservation Board reviewed the project and unanimously supported the project.

Budget Impact:

There is no impact to the budget.

Strategic Impact:

Endorsement of the Mount Dora Historical Society's historic marker program will promote heritage tourism, in line with the Economic Development Goal, and support our community image and sense of place, in line with the Growth Management Goal.

GOAL 1: Economic Development

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

Recommendation:

City Council to approve Resolution No. 2014-25 for the Mount Dora Historical Society's historic marker program.

Attachment(s):

1. Attachment 1 - Description of Project
2. Attachment 2 - Rendering of Historic Marker
3. Attachment 3 - Selected Structures
4. Resolution 2024-25 Historical Society Marker Program 20240809

Prepared by: Michele Janiszewski, Senior Planner
Reviewed by: Michele Janiszewski, Senior Planner
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/9/2024
Approved - 9/11/2024
Approved - 9/11/2024
Final Approval - 9/11/2024

Mount Dora History Marker Project

The Mount Dora Historical Society is working on a project to install history markers on select buildings throughout the downtown business district. Initially, 27 buildings (see attached) have been selected due to their history and available historic photos. It's possible that additional markers could be added to more buildings in the future.

The markers will include the history of a specific building, historic photo(s), as well as logos for the Mount Dora Historical Society, The Mount Dora History Museum and a QR code that directs the viewer to the Mount Dora Archives (www.MountDoraArchives.com) website where they will find more history and photos.

Our purpose for this project is to:

1. Implement our mission statement "Shaping the Future of Mount Dora by Honoring the Past."
2. Foster an appreciation for the history of Mount Dora, and it's historically significant buildings and locations.
3. Encourage Heritage Tourism

We have received a positive response for the project from Mayor Crissy Stile, former City Manager and the twelve property owners whose buildings are on the list.

Attached:

List of buildings to receive the proposed markers.

Sample of one proposed history marker

Example

BANK OF MOUNT DORA



James Simpson built the Mount Dora Bank building in 1926. One year later, the bank converted to a national bank and became known as the First National Bank of Mount Dora. During that time, banks needed to convey a feeling of security and confidence; depositing one's hard earned money in a bank was a new concept, with no federal guarantees. The interior of the bank featured a 22' high ceiling with marble wainscoting and floors, and the teller cages were bronze with brass grilles.



Main Street Leasing buildings:

***Sears, Roebuck & Co. "Kit Home" (352 Alexander St.)**

This Sears, Roebuck & Co. "kit home" was built by Charles Edgerton in 1922 in keeping with his obligation to the Mount Dora Improvement Society. From 1908 to 1940, Sears sold around 75,000 kit homes to middle-class families hoping to realize their dream of home ownership. The home was sold to wealthy New York industrialist Stanton Child in 1939. Mr. Child and his business partner, Ferdinand d'Humy, patented the first engineered ramp design for multi-level parking garages. Mr. Child also obtained patents for sliding casters for chair legs and removable locking wheel castors.

***The Hill-Kimball House (Giovanni's Italian Restaurant)**

Constructed by William Hill of London, England, this house is one of the oldest houses in the city. In partnership with H.D. Wyman, Mr. Hill owned a hardware and grocery store in 1886. After 1910, James and Edith Kimball purchased the house. Mr. Kimball owned a grocery store in town, and was elected to city council seven times, and was a founder of Educational Hall, the town's first private school. This house originally faced south, and had a double veranda embellished with a jigsawed porch balustrade.

***The Alexander-Fuller House (Bavarian Haus Restaurant)**

The house is believed to have been built by Colonel John Alexander of Winfield, Kansas. Colonel Alexander was one of Mount Dora's important developers. He built Mount Dora's first general store with his son-in-law George Rhodes. The Colonel also helped establish the town's first hotel with Annie Stone Donnelly and John MacDonald that was first known as the Lake House, later renamed the Lakeside Inn. Originally, the house was located on the corner of Fifth Avenue and Alexander Street but was moved back to this location in 1925.

***Princess Theatre (130 W. 5th Ave.)**

James Simpson constructed this building in 1922 for the town theatre. Prior to this time, movies were shown in the Town Hall located on Donnelly Street. At the time of its construction the building had a simpler façade. In the late 1920's, the projector caught fire in the middle of the night and damaged the shops and the theatre front. The theatre and the two side buildings were repaired and renovated with the Mediterranean Revival-style façade we see today.

***Donnelly Building (523 N. Donnelly St.)**

In February of 1922 John P. Donnelly was finalizing construction of this building located next to his home. A fire in the downtown area devastated several buildings, and Mr. Donnelly provided a temporary store with meager shelving and chicken-wire counters so the local grocer could reopen.

In 1971, the Smathers family remodeled the building, giving it a New Orleans-style look with wrought iron detailing. There they opened a fine dining establishment known as the Lamp Post.

ATTACHMENT #3

***The Stowe-True Building (Barrel of Books and games)**

In the wood framed portion of this building, Charles Stowe, who arrived in Mount Dora in 1884, operated a general store until the "Great Freeze of 1894-95," when he became discouraged and sold it to his employee, Russell True. It changed hands many times until the 1920s when a masonry addition was added to the front of the building. Al Rehbaum and Fletcher Crane opened Rehbaum and Crane Furniture store and operated that establishment for 35 years. It was renamed Doris' Furniture for Doris Parker Morse after she purchased it in 1958 and operated it for 20 years.

***1921 Building (142 E. 4th Ave.)**

Originally, this unique building was a home and medical office built in 1921 by Dr. Osmer and Rose Callahan. Dr. Osmer sold his practice in 1930 to Dr. Gerald Richardson, who added a sanitarium for maternity and surgical cases. In the 1950s and 1960s, it was a home for unwed mothers whose children were placed for adoption upon their birth. Later, the building was expanded to include more space for a restaurant. The structure is significant for its unique architecture and building materials.

***The Malone House (Pisces Rising)**

George and Gladys Malone arrived around 1922 from Chicago in their luxurious camper that they parked on the Chautauqua grounds. George was a photo portrait salesman and Gladys was a vaudeville and burlesque queen. George prospered as the chief salesman for the Sylvan Shores subdivision as well as Franklin Park until the bust of the Florida land boom. He retained his confidence in real estate, evident by the words, "we shall keep the faith," painted on the side of his green seaplane. The building was expanded, but the original home can still be seen in the structure's interior and exterior.

CFL Buildings

***Monroe Vann Simpson Building** (Matmo Designs – 450 Donnelly St.)

This building was constructed circa 1919 by Monroe V. and Martha Simpson for their grocery business. It is one of the downtown district's oldest buildings. Monroe managed the grocery store while Martha managed the dry goods store next door, and they lived in the apartment above this building until 1926. Mr. Simpson was active in the development of Mount Dora. He served as a school trustee, alderman when the town was incorporated, city council for two terms, mayor for four terms, president of the Bank of Mount Dora, and county commissioner for 12 years.

***The Simpson Building** (One Flight Up – 438 Donnelly St.)

Monroe V. and Martha Simpson owned this building, and Martha operated their dry goods and shoe store on the first floor. The Mount Dora Pharmacy (originally Dr. T.N. Lewis Pharmacy) moved to this location from across the street and remained in operation for more than 60 years. Its soda fountain counter was a popular spot for lunch and cherry colas, and comic books were a favorite of the kids growing up in the 1960-70s.

***Bank of Mount Dora** (Becker's Shoes – 404 Donnelly St.)

This building was constructed for the Bank of Mount Dora in 1925 after it was given a separate charter and authority to operate as a bank. Originally, it was a branch of the Citizens Bank of Eustis and a member of the Wilham system of banks and can trace its founding to September 5, 1913. The bank closed in 1928. In 1946, Wayne and Mary Moon opened Moon's Hardware store, which remained in business for 40 years.

***Rehbaum Hardware** (Piglet's Pantry – 402 Donnelly St.)

Alfred Rehbaum, Sr. arrived in Mount Dora in 1915 from Ancona, Florida. He managed the Mount Dora Hardware store, which later became known as Rehbaum Hardware, in the north half of the building, and the M.O. Williams drugstore and pharmacy occupied the south half. Mr. Rehbaum operated a funeral business in the back portion of this building in 1918. Alfred Rehbaum, Sr. was very involved in the community. He was one of eight founders of the Mount Dora Development Company; a school trustee; councilman; and was president of the Kiwanis Club, the Forest Cemetery Association, and the Chamber of Commerce. Three generations of Rehbaum men operated the hardware store through the 1980s.

***Mediterranean Revival Style Building** (J.K.Thai - 116 E. 5th Avenue)

This Mediterranean Revival style building was constructed in 1925. It is particularly notable for its unique architecture. The building's first known occupant was the Lake and Hills Realty Company, operated by Samuel Sadler and Jack Simpson. Mount Dora was experiencing its own "land boom" in the 1920s and the realty company made efforts to promote the attributes and beauty of Mount Dora's lakes and hills.

ATTACHMENT #3

***Rehbaum Warehouse (Royellou Lane)**

Al Rehbaum and Fletcher Crane built this warehouse circa 1920s to store hardware, coffins and furniture for the Rehbaum Hardware store, Rehbaum funeral parlor, and the Rehbaum & Crane Furniture store. This warehouse was used by Rehbaum Hardware, located across the alley, for nearly 70 years.

***The Old Fire Station (Mount Dora Jerky Co. – 128 W. 4th Avenue)**

This 1940 building housed Mount Dora's second fire station. George Hall was the first paid fireman for the city and later became the first fire chief. George and his wife Mildred lived in the apartment on the second floor. When a fire occurred, George drove the fire truck to the location while Mildred handled the rest of the duties. She sounded the fire siren on top of the water tower and blew the fire horn at the station to alert the volunteer firefighters. She wrote the address of the fire on the blackboard at the fire station for those nearby, while she telephoned other volunteers with the location of the fire.

Simpson Properties

***Simpson Hotel**

In 1925, James Simpson built the Simpson Hotel as Mount Dora's first fireproof hotel. As part of the fireproofing, concrete, steel and red brick were used in the building's construction. The electrical wiring was encased in water pipes with a protective covering of rubber and silk. During World War II, a civil defense platform and radio transmitter were placed on the roof of the hotel for aircraft surveillance over Lake Dora. During the Cuban Missile Crisis in 1962, the hotel's basement was designated as an official bomb shelter.

***Kimball's Garage (Papillio's – 441/447 Donnelly St.)**

Although remodeled to appear as one building today, originally this structure was two separate buildings. The one-story structure on the north was the temporary building for the Mount Dora Bank & Trust Co. The two-story building was a garage built in the 1910s. Roland Fish may have started the garage on land owned by the Whitneys and the Cowles. It was known as the Service Garage in the 1920s and operated by V.W. Haywood and Wallace M. Pike. Harvey Kimball purchased it in 1932 and ran the garage for about 30 years. The buildings were remodeled in the 1960s, and the garage was turned into a shopping arcade.

Shamrock Family building

***Shamrock Building**

James Simpson built the Mount Dora Bank building in 1926. One year later, the bank converted to a national bank and became known as the First National Bank of Mount Dora. Historic bank buildings generally display some of the most impressive architecture in downtown areas. During that time, banks needed to convey a feeling of security and confidence; depositing one's hard-earned money in a bank was a new concept, with no federal guarantees. The interior of the bank building featured a 22-foot - high ceiling with marble wainscoting and floors, and teller cages were bronze with brass grilles.

Vincent's building

***Dr. T.N. Lewis Drugstore (427 N. Donnelly St.)**

As one of the oldest buildings in downtown Mount Dora, this two-story, molded block building was constructed in 1909 and is one of the least altered buildings. Dr. T.N. Lewis' drugstore was located in the two-story section and the post office occupied the one-story section. The drugstore was known for its souvenirs, postcards, books and soda water. In later years, C.G. Loveless' Cash grocery in the 1920s and Otis Hale's grocery in the 1930-40s were located here. L.R. Tremain's Real Estate office was located in the one-story building in the 1920s and J. George LaDue, Realty in the 1930s.

Peter Burgess building

***The Variety Store (Los Palmas – 351 Donnelly St)**

This circa 1938 building is one of the younger buildings in the downtown district and is significant for its modern architectural styling. The Drugg Variety Store owned by Henry and son Proctor Drugg was the first business located here. By 1943, it was Vincent's 5-10-25 to \$1.00 store which was operated by the Vincent family into the 1960-70s.

***Mount Dora Market Place (corner of Donnelly St. and 4th Ave.)**

As automobiles became more prevalent in Mount Dora, J.M. Smith opened a service station in the mid-1920s. In 1945, Harold Larson, Shelby Caudel and Robert Caudel relocated their Texaco Service Station and Florida Motor Line Bus Station to this location. Later, Charlie Liles owned the service station and operated the Greyhound Bus Station. An addition was added to the front of the service station, but the original building is still visible from a side view.

Daniel Divennanzo building

***Renaissance Building**

Monroe Patterson, who operated a pottery and china business in East Liverpool, Ohio, built the Mount Dora Hotel in 1924. The building was constructed by local builder A.J. Waltz, who used hollow terracotta Egyptian block to construct the hotel. The hotel was open seasonally for winter guests, but then moved to offering lodgings year round in the early 1950s. Robert and Valerie Hart rescued the building in 1993 and renovated the building to include shops and offices.

David Hurley building

***Warren J. Butt's House (Xmas shop – 331 Donnelly St)**

This brick house was built by Warren J. Butts as an advertisement for his brick and cement business. An addition and modifications have been made, but the original home is still visible both inside and outside. Mr. Butts built an unusual house to the north of this structure. It was a unique, three story house with a windmill on the fourth floor with a well underneath the first floor. The house was known as "the windmill house" or the "tower house."

Gold N Art owners building

***The Mount Dora Topic** (Gold N Art Owners - Noni's at the Olive Branch building)

John P. Donnelly constructed this building following the "Great Fire of 1922." The *Mount Dora Topic* & Publishing Company occupied this building for nearly 40 years with multiple owners. The most notable was Mabel Norris Reese, owner, editor, and journalist of the *Mount Dora Topic* from 1947-1960. She fought for justice through the freedom of the press, and her courageous use of the written word brought to light the struggle for civil rights in Lake County.

G3 Development buildings

***Parkview Building** (138 E. 5th Ave.)

William W. Ingram, a lawyer and investor from Chester, West Virginia, constructed this building in 1923. The building contains three store fronts as well as apartments upstairs. The Sylvan Shores Development Company had their offices here in 1920 and the Chamber of Commerce occupied the building in 1928. The building is significant in that it is one of the least altered buildings in the downtown historic district.

Mount Dora Historical Society building

***The First City Fire House & Jail** (450 Royellou Lane)

Following the "Great Fire of 1922," Mount Dora's first firehouse was completed in 1923 on property donated by John P. Donnelly. Later, jail cells were added to the north side of the building. Most prisoners were taken into custody for minor offenses, theft, vagrancy, intoxication or disorderly conduct, making moonshine or boot legging alcohol. The conditions were miserable, with no ventilation other than tiny barred windows. There was no barrier to the heat, cold, or humidity or anything that crawled or flew into the cells. Today, the building is used as the Mount Dora History Museum and is operated by the Mount Dora Historical Society, which was formed in 1953.

John Hennis building

***The Rest-A-While Gift Shop** (429 D. Donnelly St)

Originally a wood frame building sat on this site in which Gertrude Thorne opened the Rest-A-While Tea and Gift Shop in 1910. The ladies staying at the hotels came here to enjoy tea, refreshments and card games. Carrie True purchased the shop in 1915 and sold gifts, cards, toys, games and books, and she managed a circulating library. Mrs. T.N. Lewis replaced the wood-structure with today's current building, and Miss True eventually purchased the building and operated the shop until her death in 1947. The Rest-A-While shop continued under two more owners for a period of 50 years.

RESOLUTION NO. 2024 - 25

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THE HISTORIC MARKER PROGRAM PROPOSED BY THE MOUNT DORA HISTORICAL SOCIETY, INCORPORATED; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR HISTORIC SITE DESIGNATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora has been a Certified Local Government of the Florida Department of State, Florida Division of Historical Resources since April 20, 1998; and

WHEREAS, the Mount Dora Historical Society, Incorporated ("Historical Society") is a Florida Not For Profit Corporation that works within the Mount Dora community to ensure that the history of the City is fully and appropriately represented to the public as best as possible; and

WHEREAS, the Historical Society is seeking to install 12" X 18" historical markers on select buildings within the City's downtown to provide the building's name, pertinent history, and additional information on such buildings; and

WHEREAS, the Historical Society and City both agree that the historical marker program may foster public appreciation for the City's history as well as encourage heritage tourism within the City; and

WHEREAS, the City's Historic Preservation Board held a public hearing on July 31, 2024, and unanimously voted to recommend to City Council that the City express support of the project; and

WHEREAS, the City of Mount Dora seeks to show support for the historic marker program established by the Mount Dora Historical Society.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above findings are hereby adopted.

SECTION 2. Endorsement of Historic Marker Program. The City of Mount Dora hereby expresses its support of the historic marker program to be implemented by the Mount Dora Historical Society.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the designation of the Property as a historic site, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 17th day of September, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-20**, Approval of Final Millage Rate

Introduction:

This is a request for the City Council to approve Resolution No. 2024-20, Final Millage Rate for the Fiscal Year 2024-2025 Budget.

Discussion:

The Florida Statutes, including Section 200.065, the City Council shall adopt a final millage rate prior to the adoption of a final budget and shall otherwise comply with the controlling provisions of the law.

The Lake County Property Appraiser has certified the gross taxable value of property for operating purposes within the City of Mount Dora as \$1,980,213,120 and has certified a rolledback rate of \$5.6642 per \$1,000 of taxable value for the City of Mount Dora. The City Council of the City of Mount Dora, Florida, deems it necessary to levy and does hereby levy a final tax of \$6.3000 mills upon all real and personal property within the City for operational purposes. The operating levy of \$6.3000 mill represents an 11.22% increase from the rolled-back rate of \$5.6642 per \$1,000 of taxable value.

Budget Impact:

This establishes the Final Millage for Fiscal Year 2024-2025 which will be budgeted at an estimated \$11,863,256 (net of statutory discount) in ad valorem proceeds to the General Fund. The operating levy of \$6.300 mills represents an 11.22% change from the rolled-back rate of \$5.6642 per \$1,000 of taxable value.

Strategic Impact:

Financial and Economic Sustainability

Recommendation:

City Council to approve Resolution No. 2024-20 Final Millage Rate.

Attachment(s):

1. Resolution 2024-20 Final Millage Rate

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

Approved - 9/4/2024
Approved - 9/4/2024
Approved - 9/5/2024
Approved - 9/5/2024
Final Approval - 9/6/2024

RESOLUTION NO. 2024-20

**A RESOLUTION OF THE CITY OF MOUNT DORA,
FLORIDA PROVIDING FOR THE ADOPTION OF THE
FINAL MILLAGE RATE FOR FISCAL YEAR 2024-25;
PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT;
PROVIDING FOR LEVY OF AD VALOREM TAXES AND
PERCENTAGE INCREASE; PROVIDING FOR
IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;
PROVIDING A SAVINGS CLAUSE; PROVIDING FOR
SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, after conducting a public hearing on Tuesday, July 16, 2024, the City of Mount Dora adopted Resolution No.: 2024-14, certifying the proposed millage rate for Fiscal Year 2024-25 as required by Florida Statutes, Section 200.065; and

WHEREAS, the Lake County Property Appraiser has delivered notice of the City of Mount Dora's proposed property tax to each taxpayer for which the City of Mount Dora, Florida is the taxing authority; and

WHEREAS, after conducting a public hearing on Tuesday, September 3, 2024, the City of Mount Dora adopted Resolution No.: 2024-18, establishing the tentative millage rate for Fiscal Year 2024-25 as required by Florida Statutes, Section 200.065; and

WHEREAS, following a review of the tentative budget as submitted, the City of Mount Dora has determined that a millage rate of 6.300 mills is necessary to produce sufficient revenue to fund the Fiscal Year 2024-25 budget

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Levy of Ad Valorem Taxes and Percentage Increase. The City of Mount Dora, Florida, hereby adopts the final millage rate specified and hereby states the percent, if any, by which the final millage rate exceeds the rolled back millage rate, as follows:

Taxing Entity	Tentative Millage Rate	Rolled Back Millage Rate	Percentage Increase Over/ (Under) the Rolled Back Rate
General Fund	6.300 Mills	5.6642 Mills	11.22%

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption of the final millage rate for Fiscal Year 2024-25, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 17th day of September, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Patrick Brackins, City Attorney



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-21**, Approval of Final Budget

Introduction:

This is a request for the City Council to approve Resolution No. 2024-21, Final Budget for Fiscal Year 2024-2025.

Discussion:

The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida law in processing this resolution. The City Council pursuant to the Charter of the City of Mount Dora and Chapter 166, Florida Statutes, does hereby adopt Tentative General Fund, Enterprise Funds and all other related Fund Budgets and Capital Improvement Programs (CIPs) - attached to the Resolution as Exhibit "A," and which may later be amended by the City Council.

Florida Statutes, including Section 200.065, provide that the City Council shall adopt a Tentative Millage Rate prior to the adoption of a Tentative Budget and shall otherwise comply with the controlling provisions of Florida law.

Budget Impact:

Resolution No. 2024-21 establishes the Budget for Fiscal Year 2024-2025 for the General Fund, Special Revenue Funds, Debt Service, Capital Improvement Funds, Enterprise Funds and other Internal Services Funds.

Strategic Impact:

Financial and Economic Sustainability

Recommendation:

City Council to approve Resolution No. 2024-21 Final Budget for Fiscal Year 2024-2025.

Attachment(s):

1. Resolution 2024-21 Final Budget

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

Approved - 9/11/2024
Approved - 9/11/2024
Approved - 9/11/2024
Final Approval - 9/11/2024

RESOLUTION NO. 2024-21

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE FINAL BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Mount Dora recommended a proposed annual budget for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025; and

WHEREAS, the City of Mount Dora held budget work sessions on June 10, 2024, July 8, 2024, July 22, 2024 and August 26, 2024, for the purpose of reviewing and, where appropriate, revising the proposed Fiscal Year 2024-25 budget;

WHEREAS, Florida Statutes, Section 200.065, commonly known as the Truth in Millage or TRIM Bill, requires that the City hold a public hearing to consider adoption of the final millage rate and final budget for Fiscal Year 2024-2025; and

WHEREAS, on September 3, 2024, after having first adopted a resolution establishing a tentative millage rate for Fiscal Year 2024-2025, the City of Mount Dora held a public hearing and considered adoption of its tentative budget for Fiscal Year 2024-25; and

WHEREAS, on September 17, 2024, after having first adopted Resolution No.: 2024-20, establishing the final millage rate for Fiscal Year 2024-2025, the City of Mount Dora held a public hearing to consider adoption of its final budget for Fiscal Year 2024-2025; and

WHEREAS, during the course of said public hearing, all persons desiring to voice objection or make comments on the final budget for Fiscal Year 2024-2025 were given an opportunity to do so.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of the Final Budget for Fiscal Year 2024-2025. Pursuant to the

City of Mount Dora Charter and Florida Statutes, Chapters 166 and 200, the City of Mount Dora hereby adopts the various final budgets as set forth in **Exhibit “A”** attached hereto.

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

SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to the adoption of the final budget for Fiscal Year 2024-2025, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 17th day of September, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN
CITY CLERK

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

Patrick Brackins, City Attorney

Exhibit “A”
Final Budget for Fiscal Year 2024-2025

Exhibit "A"

TENTATIVE BUDGET FISCAL YEAR 2024 - 2025

FUND	Tentative Proposed Reso. 2024-18	Change from Tentative	Encumbrances	Approved Project Funding	Final Proposed Reso. 2024-21	Variance
001 - General Fund	\$ 32,108,358	\$ (220,400)	\$ 422,188	\$ 719,786	\$ 33,029,932	\$ 921,574
111 - Discretionary Sales Tax	\$ 2,124,656	\$ -	\$ 184,315	\$ 3,680,933	\$ 5,989,904	\$ 3,865,248
117 - Community Redevelopment Agency	\$ 3,134,847	\$ -	\$ -		\$ 3,134,847	\$ -
118 - Northeast Community Redevelopment Agency	\$ 17,740,036	\$ -	\$ -	\$ -	\$ 17,740,036	\$ -
123 - Protective Inspections	\$ 2,158,529	\$ -	\$ 41,292	\$ 431,686	\$ 2,631,507	\$ 472,978
124 - Police Impact Fee	\$ 303,565	\$ -	\$ -	\$ -	\$ 303,565	\$ -
125 - Fire Impact Fee	\$ 415,513	\$ -	\$ -	\$ -	\$ 415,513	\$ -
126 - Library Impact Fee	\$ 1,359,085	\$ -	\$ -	\$ -	\$ 1,359,085	\$ -
127 - Parks Impact Fee	\$ 2,552,930	\$ -	\$ -	\$ 620,717	\$ 3,173,647	\$ 620,717
131 - Fire Assessment Fee	\$ 4,496,844		\$ 19,328	\$ 421,845	\$ 4,938,017	\$ 441,173
150 - Cemetery	\$ 148,677	\$ -	\$ 56,730	\$ -	\$ 205,407	\$ 56,730
200 - Debt Service	\$ 1,244,363	\$ -	\$ -	\$ -	\$ 1,244,363	\$ -
310 - Capital Construction	\$ 21,060,500	\$ 999,809	\$ 2,596,549	\$ 4,599,779	\$ 29,256,637	\$ 8,196,137
410 - Electric	\$ 13,534,701	\$ -	\$ 35,711	\$ 2,609,592	\$ 16,180,004	\$ 2,645,303
415 - Electric Construction	\$ 2,991,500	\$ -	\$ 106,059	\$ 2,163,833	\$ 5,261,392	\$ 2,269,892
421 - Water / Wastewater Utility	\$ 17,027,710	\$ -	\$ 310,479	\$ 3,751,872	\$ 21,090,061	\$ 4,062,351
422 - Wastewater Impact Fee	\$ 9,603,852	\$ -		\$ 3,312,076	\$ 12,915,928	\$ 3,312,076
423 - Water Impact Fee	\$ 2,209,690	\$ -		\$ 1,029,814	\$ 3,239,504	\$ 1,029,814
425 - Water / Wastewater Construction	\$ 7,831,900	\$ -	\$ 2,407,293	\$ 5,346,769	\$ 15,585,962	\$ 7,754,062
430 - Sanitation Utility	\$ 3,473,307	\$ -	\$ -	\$ -	\$ 3,473,307	\$ -
440 - Stormwater Utility	\$ 2,807,751	\$ -	\$ 78,976	\$ 1,128,020	\$ 4,014,747	\$ 1,206,996
445 - Stormwater Construction	\$ 1,520,000	\$ -	\$ 146,075	\$ 981,945	\$ 2,648,020	\$ 1,128,020
500 - Public Work Warehouse	\$ 694,800	\$ -	\$ 21,592,466	\$ -	\$ 22,287,266	\$ 21,592,466
501 - Vehicle Replacement	\$ 370,000	\$ (30,000)	\$ -	\$ -	\$ 340,000	\$ (30,000)
510 - Self Insured Health	\$ 5,716,654	\$ -	\$ -	\$ -	\$ 5,716,654	\$ -
515 - Property & Casualty & Workers Compensation	\$ 1,216,630	\$ -	\$ -	\$ -	\$ 1,216,630	\$ -
Total City Wide Budget	<u>157,846,398</u>	<u>749,409</u>	<u>27,997,461</u>	<u>30,798,667</u>	<u>217,391,935</u>	<u>59,545,537</u>



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: City Manager Evaluation

Introduction:

This is an opportunity for City Council provide the City Manager Evaluation.

Discussion:

The completed performance evaluations and rankings submitted to the HR Director on September 12, 2024.

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.

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:

City Council to provide an evaluation of the City Manager and consideration of any salary modifications accordingly.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Jeanann Hand, City Clerk

Final Approval - 9/9/2024



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Informational - Purchasing Division Report on Emergency Purchases

Introduction:

This is an opportunity to provide information to City Council regarding Emergency Purchases.

Discussion:

Pursuant to Sections 3.4-1.I. of the City of Mount Dora Purchasing Policy adopted by City Council under Resolution No. 2021-107, information about the following emergency purchases is provided to City Council:

Attachment	Date Issued/ Paid	PO#	Vendor	Amount Encumbered	Amount Spent
RCM Inv.	08/05/2024	24-01192	RCM Utilities		\$58,191.46
CIPP Proposal	08/23/2024	24-01247	Atlantic Pipe Service		\$37,757.50

Budget Impact:

As indicated in the attachments.

Strategic Impact:

N/A

Recommendation:

Informational only.

Attachment(s):

1. PO 24-01192 RCM Invoice
2. Mt. Dora - 320 Lake Dora 10" - CIPP Proposal (1)
3. Screenshot 2024-08-05 105258

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

Approved - 9/9/2024
Approved - 9/9/2024
Approved - 9/9/2024
Final Approval - 9/9/2024



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 20742787
Estimate Date 8/2/2024

Billing Address
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757 USA

Job Address
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757 USA

Description of work

Mt Dora Emergency Gravity 10" Tie-in

RCM Utilities to supply all equipment, labor, and some material for the following scope of work:

Day Work / Prep

- PVC privacy fence on south side of property to be removed by the city of Mt Dora
- Pressure Wash manhole to prep for Sewpercoat
- RCM to bring in and set up excavator
- Set up and maintain de-watering for the area to be excavated, discharge to be routed into the lake with a sock.
- Pre-dig to top of pipe and set up trench box

Night Work

- Tanker to be set suck from manhole upstream.
- Plug manhole and excavate to pipe.
- Replace estimated 20' of pipe from manhole to good pipe
- Rough back-fill
- Dig around, remove both rings
- Set new chimney riser and City supplied ring and cover
- SewperCoat manhole
- Pull plug from manhole to put line back into service

Day Work

- Remove dewatering
- Restore, grade, and compact
- New St Augustine sod to be laid in disrupted area.

** City Responsibilities **

- Remove section of privacy fence to gain access to site in question
- Provide assistance in pumping stations down on night work to minimize flow
- Provide ring and cover for manhole

RCM Utilities LLC warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.

Sub-Total	\$58,191.46
Tax	\$0.00
Total Due	\$58,191.46
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those

causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. **Warranty.** The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. **Payment.** The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. **Time.** The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. **Permits and Approvals.** The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. **Contract Documents.** Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. **Termination.** The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. **Governing Law; Venue; Attorney Fees.** This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. **Assignment; Subcontractors.** This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. **Hazards.** The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. **Insurance; Beneficiaries.** The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. **Consequential Damages.** The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. **Entire Agreement; Modifications.** This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in

writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____



1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSAL

4666

CUSTOMER: CITY OF MOUNT DORA	PHONE: 352-901-8026	DATE: 08/22/2024
STREET: 510 N Baker St.	JOB NAME: 320 Dora Ave - CL-TV Before CIPP Lining	
CITY/STATE/ZIP: Mount Dora, FL, 32757	JOB LOCATION: 318/320 Dora Ave., Mt Dora, FL, 32757	
ATTN: William Millikin	E-MAIL: millikinw@ci.mouont-dora.fl.us	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
Seq: 10" CIPP				
1.00	Day Rate: Multiple Locations	EA	4,250.00	4,250.00
5.00	Mobilization Per Vehicle: MOT	EA	1,850.00	9,250.00
250.00	PreClean VAC	LF	5.00	1,250.00
250.00	PreClean TV	LF	3.00	750.00
1.00	CIPP Liner EQ Site Set-Up Per Run	EA	450.00	450.00
250.00	SS CIPP 10" Diameter - 6mm	LF	67.38	16,845.00
1.00	Plugging Mainline 6"-10"	DYS	475.00	475.00
3.00	Mainline Lateral Reinstatement	EA	365.00	1,095.00
2.00	Mainline Invert Reinstatement	EA	865.00	1,730.00
250.00	CCTV/Video Post Installation	LF	2.25	562.50
4.00	Root Intrusion Removal - For Grease - If Needed	LF	275.00	1,100.00
TOTAL				37,757.50

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT
PENALTY TO APS



1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

1. Proposal based on prices contained in a contract between Atlantic Pipe Services and City of South Daytona No.23-B-005.
2. Pricing will be based on actual field measurements center of manhole to center of manhole per contract.
3. Price quoted does NOT include point repairs prior to/after installation.
4. Liner(s) to be installed per ASTM 1216 and manufacturer's specification.
5. Others to dewater/bypass flows from force mains for duration of installation (If required).
6. Others to provide reasonable access to line(s) to be rehabilitated.
7. Pricing includes Temporary Traffic Control, limited to 36inch Cones and Construction Ahead Signs.

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- ☐ Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- ☒ Local Metered Water Source
- ☒ Exposure of structures and access to all work areas without delay
- ☒ Stabilized Access to Work Areas - Two Wheel Drive Accessible
- ☒ Access to secure site for equipment storage
- ☐ Maintenance of Traffic - If Applicable

CUSTOMER RESPONSIBILITIES

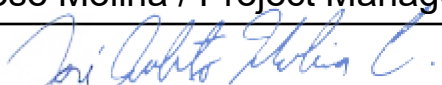
Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Jose Molina / Project Manager	DATE	8/23/2024
SIGNATURE			

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

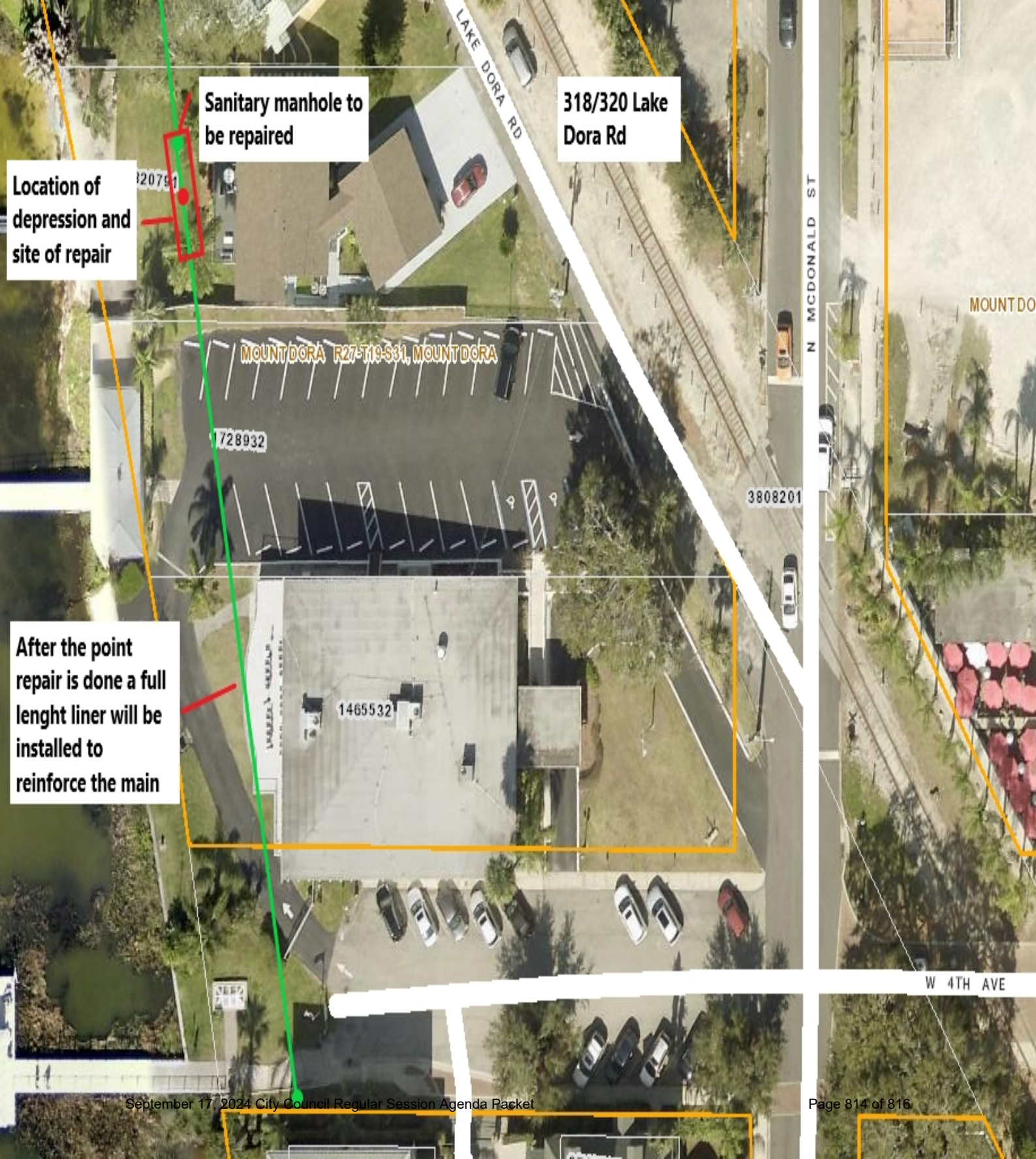
DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.



Sanitary manhole to be repaired

318/320 Lake Dora Rd

Location of depression and site of repair

MOUNT DORA R27-T19-S31, MOUNT DORA

After the point repair is done a full lenght liner will be installed to reinforce the main



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

DATE: September 17, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Lobbyist Update

Introduction:

Gray Robinson, P.A. represents the City of Mount Dora during the 2024 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

Discussion:

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the August 2024 Monthly Report.

Budget Impact:

Lobbyist Activities are funded in GL account 421-1910-536.31-11.

Strategic Impact:

The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation:

Data provided is informational.

Attachment(s):

1. Mount Dora August 2024 Report

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

Final Approval - 9/9/2024

August 29, 2024

**City of Mount Dora
August Activity Report**

State economists project general revenue collections could be around \$2 billion higher than previously estimated over the next year. The Legislature's Office of Economic and Demographic Research (EDR) has increased its forecast for the 2025-26 budget year by \$1.1 billion, raising the total estimate to approximately \$49.7 billion. This adjustment follows a nearly \$1 billion increase in the forecast for the current fiscal year, now projected at just over \$48.5 billion. The updated forecast suggests that the anticipated economic slowdown might not significantly impact the state's budget. Outgoing Senate President Kathleen Passidomo highlighted that the strong forecast reflects a healthy and growing Florida economy, despite upcoming end to federal pandemic-relief funds.

Communications

- Correspondence with Representatives Truenow
- Meeting with City Manager Vince Sanderfield and Representative Truenow
- Florida League of Cities Conference

Next Steps

- Continue to update Mount Dora on grant opportunities
- Develop and finalize the City of Mount Dora's 2025 Legislative Agenda by September/October 2024
- Legislative Session Committee Weeks for the 2025 Legislative Session will begin in December 2024/January 2025
- 2025 Regular Session convenes March 4, 2025
- Schedule meeting with City Manager Vince Sanderfield and Representative Yarkosky

Ryan Matthews/Angela Drzewiecki