



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
December 3, 2024, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

PUBLIC COMMENT

APPROVAL OF AGENDA

BOARD APPOINTMENTS

** Currently-serving board and committee members remain serving until December 31, 2024.*

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CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

1. Councilmember Doug Bryant
2. Councilmember Cal Rolfson
3. Councilmember Dennis Dawson
4. Councilmember Marc Crail
5. Councilmember Nate Walker
6. Vice-mayor John Cataldo
7. Mayor James Homich

UPCOMING MEETING DATES

1. December 17, 2024, 6:00 p.m., Regular
2. January 7, 2025, 6:00 p.m., Regular Session
3. January 21, 2025, 6:00 p.m., Regular Session
4. February 4, 2025, 6:00 p.m., 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: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Mount Dora Community Trust (MDCT) - Distribution Committee Mayoral Appointment

Introduction:

This is a request for City Council to appoint the Mayor or a member of City Council to serve on the Mount Dora Community Trust - Distribution Committee.

Discussion:

One of the positions on the Distribution Committee of the Mount Dora Community Trust is for a representative from the City of Mount Dora, either the Mayor or a member of the City Council. The position is available each year for an appointment of your discretion. The term could extend for a maximum of ten years for any one person, per Internal Revenue Service regulations.

The Committee usually meets three times a year, in January, May, and September, or more often if necessary.

The Mount Dora Community Trust benefits local charitable groups and projects. The fund has continued to grow considerably over recent years and offers tremendous opportunities for our community.

MDCT will provide all the necessary information and documents in order to acquaint any new representative from the City (whether it be you or another individual appointed) with the Trust and its activities.

Budget Impact:

n/a

Strategic Impact:

n/a

Recommendation:

Mayor and City Council to make an appointment.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 11/25/2024



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

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Donnelly Street Boardwalk Replacement

Introduction:

This is an opportunity for staff to provide any updates for this important pedestrian walkway located at Donnelly Street (west side) from Limit Avenue to the Waterman Village bridge.

Discussion:

Please see the attached photos, taken on July 17, 2024, showing the condition of Donnelly Street boardwalk. The photos show examples of undermined, dislodged, and otherwise failed support structures caused by erosion of the underlying earthen embankment along the road.

Budget Impact:

Project cost for replacement of pedestrian walkway \$1.5 million. City is seeking a grant from the Florida Division of Emergency Management.

Strategic Impact:

Objective 1.2. Enhance mobility, connectivity, and expand trail network

GOAL 2: Infrastructure / Public Safety

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

Objective 2.4. Sustain City Infrastructure

Recommendation:

Informational item.

Attachment(s):

1. Example pictures Boardwalk Conditions 7-17-2024

Prepared by: Jeanann Hand, City Clerk

Reviewed by: GEORGE MAREK, Public Works Director
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 11/25/2024

Approved - 11/26/2024

Final Approval - 11/26/2024

ATTACHMENT #1

DONNELLY STREET BOARDWALK CONDITIONS (7/17/2024)

Following are several example pictures of undermined, dislodged, and otherwise failed support structures caused by erosion of the underlying earthen embankment along the road.

Closed Sidewalk – Donnelly Street Looking North



Closed Sidewalk – Donnelly Street Looking South



ATTACHMENT #1





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

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Odor Issues

Introduction:

Project: Odor issues and status of City's Wastewater Plant #2

Discussion:

Wastewater Treatment Plant #2 (Located on US Highway 441). City's Web Page Link:
<https://ci.mount-dora.fl.us/1459/Wastewater-Treatment-Plant-2>

Budget Impact:

City's Utilities Department has budget items for on-going maintenance items.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Recommendation:

Informational Item.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Andrew Marsian, Director of Utilities and Plant Operations
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 11/25/2024

Approved - 11/26/2024

Final Approval - 11/26/2024



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

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization #12 for Underground Electrical Conduit Installation in the Mount Dora Groves South Phase II

Introduction:

This is a request for City Council to approve Task Authorization #12 (see Attachment 1) utilizing contract services provided by Bellmore Enterprises Incorporated to install underground conduit for power distribution facilities.

Discussion:

This request is for approval of contract services from Bellmore Enterprises to provide and install electric conduit for the project. As part of this project, Bellmore will install 47,357 feet of underground conduit adhering to guidelines contained within their contract, ITB 19-PW-031, scope of services. The cost for conduit materials, equipment and labor is estimated at \$299,509.00. The City Electric Utility staff will perform all remaining portions of construction, anticipating a completion date of September 1, 2025.

This scope of services for underground duct-line work and conduit outlined in ITB 19-PW-031, was approved by City Council on September 19, 2019 and amended on May 7th, 2024.

TM BTR of Florida, LLC is the developer for the Mount Dora Groves South Phase II, requesting Electrical Service for the main infrastructure. The City's Electric department prepared a design estimate for these facilities at a cost of \$1,172,669.16, which has been paid in full to the City. The City Council approved a purchasing waiver for project materials at the April 16th, 2024 meeting.

Budget Impact:

This project is funded in the FY 2024-25 by Project EL2402, a developer reimbursed project with funding paid by TM BTR of Florida, LLC in the amount of \$1,172,669.16.

As required by City Policy, requests for services with an estimated cost exceeding \$100,000 will be submitted to City Council for approval.

Strategic Impact:

Infrastructure – This project is to provide Electric Utility service for connection of up to 640 new residential units and commercial services through a developer reimbursed project.

Recommendation:

City Council approve Task Authorization #12 for Bellmore Enterprises Incorporated to install underground conduit as part of the Mount Dora Groves South Phase II development and requisition 25-2983 for purchase order of \$299,509.00.

Attachment(s):

1. ATTACHMENT 1 - Task Authorization - 12 Conduit Work for Groves South

Prepared by:	vedderl vedderl, Administrative Assistant	
Reviewed by:	Wayne Zimmerman, Deputy Electric Utility Director	Approved - 11/6/2024
	Steve Langley, Assistant City Manager-Electric Utility Director	Approved - 11/6/2024
	Matthew Dodson, Budget Officer	Approved - 11/7/2024
	Rita Meade, Finance Director	Approved - 11/7/2024
	City Attorney, City Attorney	Approved - 11/26/2024
	Jeanann Hand, City Clerk	Approved - 11/26/2024
	Vince Sandersfeld, City Manager	Final Approval - 11/26/2024

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Bellmore Enterprises, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2019-135, dated September 19, 2019, and amended May 7, 2024, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.	Budget Account Number: 415-5555-580.63-01-EL2402
Project Amount: Total Project \$299,509.00	City Project Manager: Wayne Zimmerman
	Contractor: Bellmore Enterprises, Inc.
	Contractor Project Manager: Darcy Bellmore

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND, IF APPLICABLE, 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 – Compensation Exhibit C - Sub-Contractors Exhibit D – Schedule	
Recommended By: Print: Wayne Zimmerman Date: <u>11/04/2024</u> Signature: Wayne Zimmerman Digitally signed by Wayne Zimmerman Date: 2024.11.04 10:40:59 -05'00'	
Reviewed By: Print: <u>Steven G. Langley</u> Date: _____ Signature: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: DARCY BELLEMORE - PRESIDENT	Print Name:
Signature:	Signature:
Date: 11-04-2024	Date:

**EXHIBIT “A”
Scope of Services**

PROJECT NAME: Mount Dora Groves South

This task order comprises the contractor to provide all equipment, materials, and labor to install 47,357 feet underground conduit as outlined in the Mount Dora electrical design for “MD PHASE 2 ELECTRIC DESIGN REV 2B”. This includes 1800 pound mule-tape in all conduit.

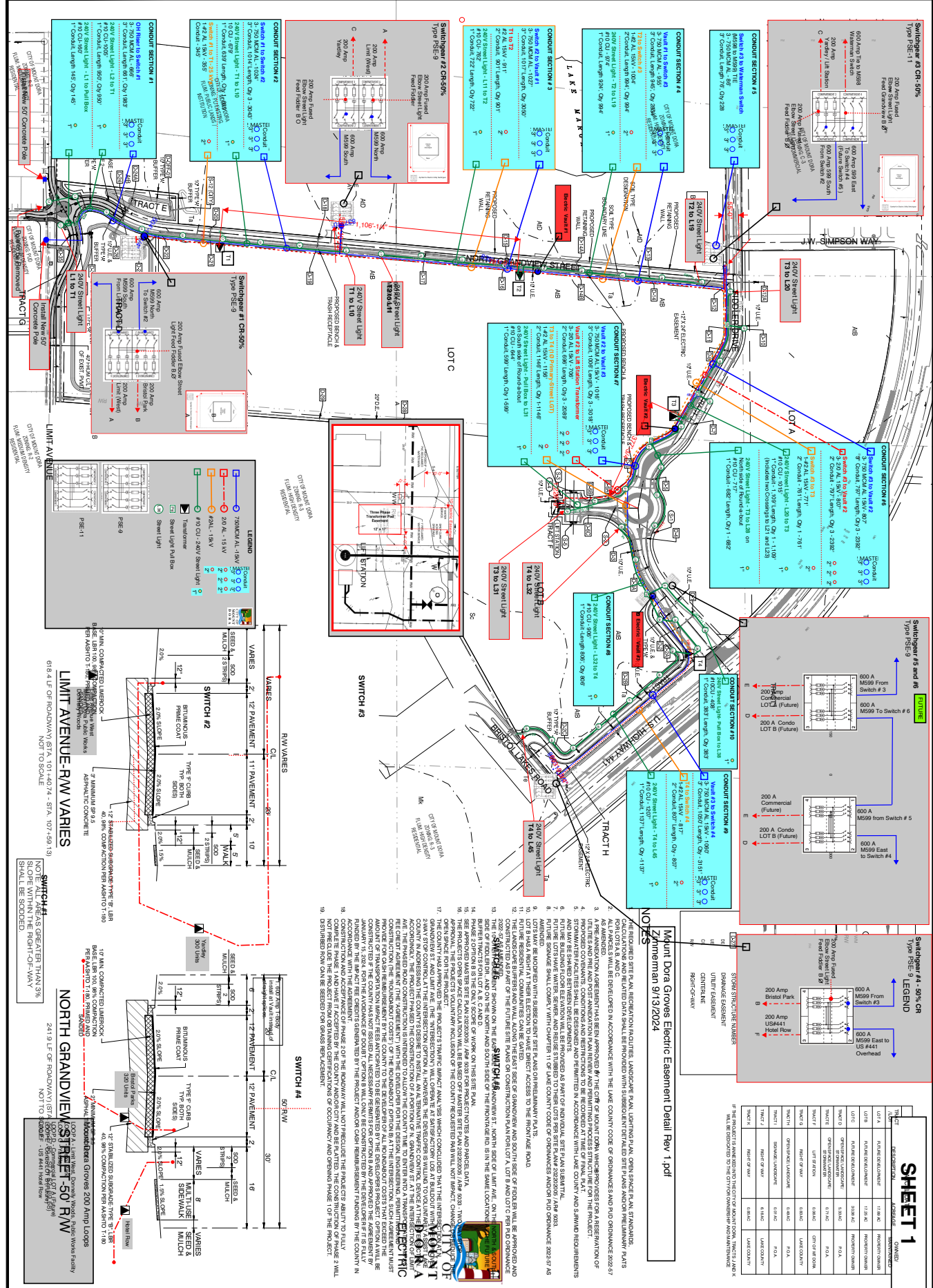
Conduit Summary:

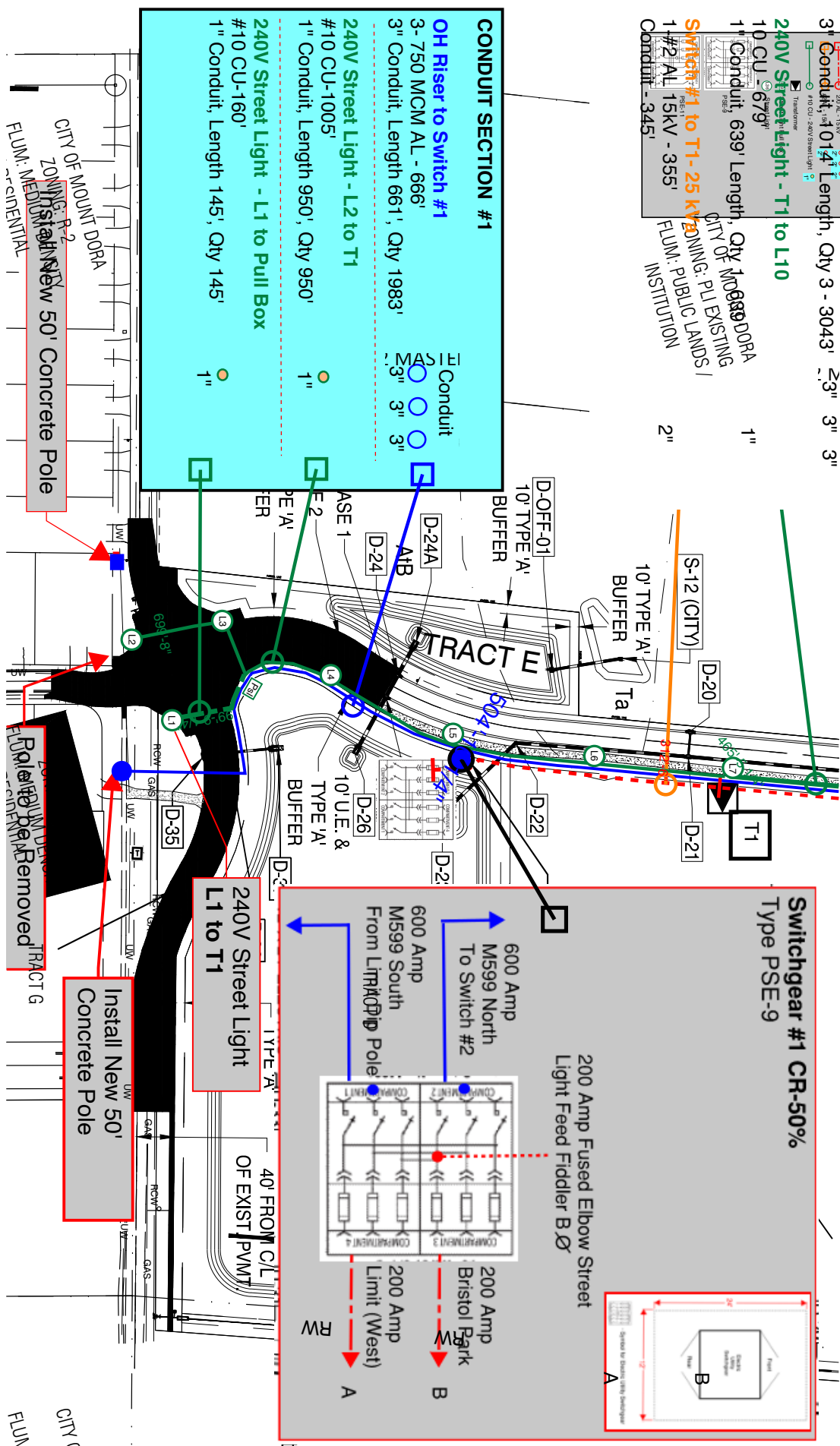
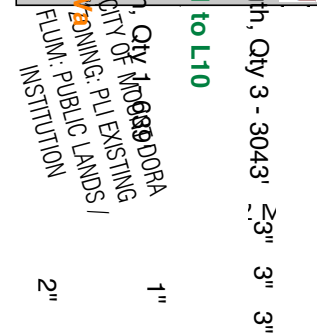
Qty	Description	Unit Price	Line Total
6,866 FT	TRENCH ONLY 48" DEPTH	\$14.00/FT	\$96,124.00
6,566 FT	INSTALL 1 ST 3" CONDUIT IN EXISTING TRENCH 48" DEPTH	\$6.50/FT	\$42,679.00
13,132 FT	INSTALL ADDL 3" CONDUIT IN EXISTING TRENCH 48" DEPTH	\$5.00/FT	\$65,660.00
300 FT	INSTALL 1 ST 2" CONDUIT IN EXISTING TRENCH 48" DEPTH	\$5.50/FT	\$1,650.00
9,133 FT	INSTALL ADDL 2" CONDUIT IN EXISTING TRENCH 48" DEPTH	\$4.00/FT	\$36,532.00
3,264 FT	TRENCH ONLY 24" DEPTH (STREETLIGHT RUNS)	\$7.00/FT	\$22,848.00
3,264 FT	INSTALL 1 ST 1" CONDUIT IN EXISTING TRENCH 24" DEPTH	\$4.50/FT	\$14,688.00
4,832 FT	INSTALL ADDL 1" CONDUIT IN EXISTING TRENCH 48" DEPTH	\$4.00/FT	\$19,328.00

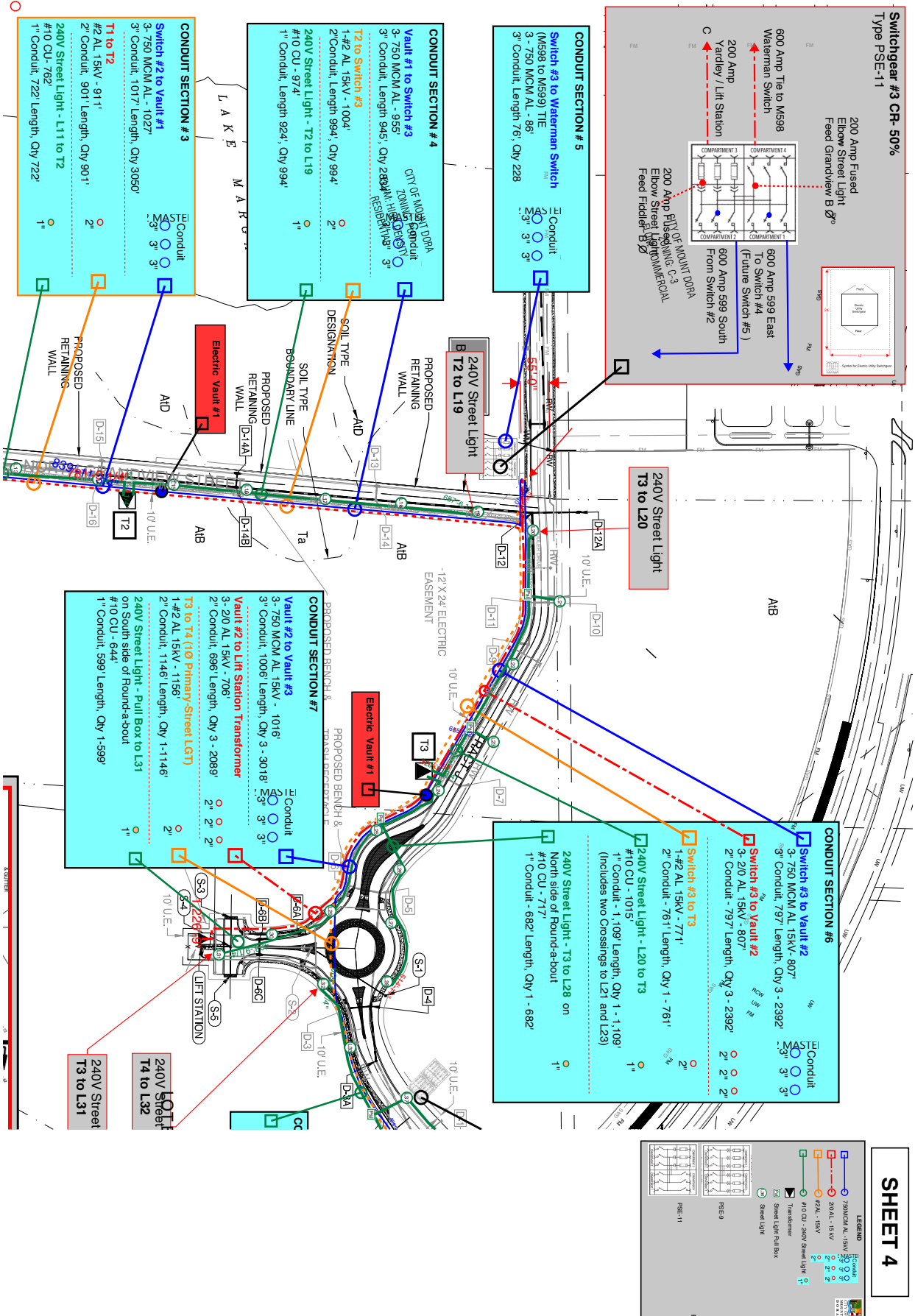
MOUNT DORA GROVES PRIMARY CABLE ESTIMATE																					
Cable Section	15kV Cable	Cable Size	Straight Line Distance	% Span Variance	Span Variance (Feet)	Total Span + Variance	Number of Overhead Risers	OH Riser	Sub Total	Number of Pad Risers	Pad Riser	Sub Total	Number of Vaults	Vault Splices	Sub Total	Total Span + Risers	1	Phases 3	TOTAL		
MAIN FEEDER																					
Total	North Grandview to Fiddler to Bristol Lakes	750	5,486	0.20	1,097	6,583	1	50	50	3	10	30	3	10	30	6,693	20,080		20,080		
1	LIMIT OH TERMINATION to SWITCH #1	750	505	0.20	101	606	1	50	50	1	10	10	0	10	0	666	1,998		1,998	x	
2	SWITCH #1 to SWITCH #2	750	837	0.20	167	1,004	0	50	0	2	10	20	0	10	0	1,024	3,073		3,073	x	
3	SWITCH #2 to VAULT #1	750	839	0.20	168	1,007	0	50	0	1	10	10	1	10	10	1,027	3,080		3,080	x	
4	VAULT #1 to SWITCH #3	750	779	0.20	156	935	0	50	0	1	10	10	1	10	10	955	2,864		2,864	x	
5	SWITCH #3 to WATERMAN SWITCH	750	55	0.20	11	66	0	50	0	1	10	10	1	10	10	86	258		258	x	
6	SWITCH #3 to VAULT #2	750	656	0.20	131	787	0	50	0	1	10	10	1	10	10	807	2,422		2,422	x	
7	VAULT #2 to VAULT #3	750	830	0.20	166	996	0	50	0	1	10	10	1	10	10	1,016	3,048		3,048	x	
9	VAULT #3 to SWITCH #4	750	867	0.20	173	1,040	0	50	0	1	10	10	1	10	10	1,060	3,181		3,181	x	
																	Total 750MCM Cable		19,925		
LIFT STATION RADIAL																					
6	SWITCH 3 to VAULT 2	2/0	656	0.2	131	787	0	50	0	1	10	10	1	10	10	807	2,422		2,422	x	
7	VAULT 2 to LIFT STATION TRANSFORMER	2/0	572	0.2	114	686	0	50	0	1	10	10	1	10	10	706	2,119		2,119	x	
																	Total 2/0 AL Cable		4,541		
STREET LIGHT LOOP																					
2	SWITCH 1 to T1	#2	291	0.2	44	335	0	50	0	2	10	20	0	10	0	355	355		355	x	
3	T1 to T2	#2	775	0.2	116	891	0	50	0	2	10	20	0	10	0	911	911		911	x	
4	T2 to SWITCH 3	#2	856	0.2	128	984	0	50	0	2	10	20	0	10	0	1,004	1,004		1,004	x	
6	SWITCH 3 to T3	#2	653	0.2	98	751	0	50	0	2	10	20	0	10	0	771	771		771	x	
7	T3 to T4	#2	988	0.2	148	1,136	0	50	0	2	10	20	0	10	0	1,156	1,156		1,156	x	
9	T4 to SWITCH 4	#2	693	0.2	104	797	0	50	0	2	10	20	0	10	0	817	817		817	x	
																	Total #2 AL Cable		5,014		
Cable Section	600 V	Cable Size	Straight Line Distance	% Span Variance	Span Variance (Feet)	Total Span + Variance	Number of Street Light Risers	Street Light Riser	Sub Total	Number of Pad Risers	Pad Riser	Sub Total	Number of Pull Box	Pull Box	Sub Total	Total Span + Risers	1		TOTAL		
1	240V Street Light L1 to Pull Box	#12	100	0.20	20	120	1	30	30	0	10	0	1	10	10	160	160		160	x	
1	240V Street Light L2 to T1	#10	704	0.20	141	845	5	30	150	0	10	0	1	10	10	1,005	1,005		1,005	x	
2	240V Street Light T1 to L10	#10	466	0.20	93	559	4	30	120	0	10	0	0	10	0	679	679		679	x	
3	240V Street Light L11 to T2	#10	535	0.20	107	642	4	30	120	0	10	0	0	10	0	762	762		762	x	
4	240V Street Light T2 to L19	#10	687	0.20	137	824	5	30	150	0	10	0	0	10	0	974	974		974	x	
6	240V Street Light L20 to T3 (Includes Two Crossings to L21 & L23)	#10	729	0.20	146	875	4	30	120	0	10	0	2	10	20	1,015	1,015		1,015	x	
6	240V T3 to L28	#10	514	0.20	103	617	3	30	90	0	10	0	1	10	10	717	717		717	x	
7	240V Street Light Pull Box to L31	#10	428	0.20	86	514	4	30	120	0	10	0	1	10	10	644	644		644	x	
8	240V Street Light - L32 to T4	#10	605	0.20	121	726	6	30	180	0	10	0	0	10	0	906	906		906	x	
10	240V Street Light - Pull box to L38	#10	282	0.20	56	338	2	30	60	0	10	0	1	10	10	408	408		408	x	
9	240V Street Light T4 to L45	#10	831	0.20	166	997	7	30	210	0	10	0	0	10	0	1,207	1,207		1,207	x	
																	Total Length		8,477		
																	Neutral (White)		8,477		
																	Hot Leg #1 (Black)		8,477		
																	Hot Leg #1 (Red)		8,477		
																	Ground Green		8,477		

MOUNT DORA GROVES PRIMARY CONDUIT PROJOTION

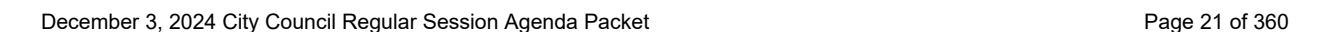
Cable Section	15kV Cable	Cable Size	Straight Line Distance	% Span Variance	Span Variance (Feet)	Total Span + Variance	Number of Overhead Risers	OH Riser	Sub Total	Number of Pad Risers	Pad Riser	Sub Total	Number of Vaults	Vault Splices	Sub Total	Total Span + Risers	1	Phase 3	TOTAL	3"	2"	1"			
1	LIMIT OH TERMINATION to SWITCH #1	750	505	0.20	101	606	1	50	50	1	5	5	0	5	0	661		1,983	1,983	3"	1,983				
1	240V Street Light - L1 to Pull Box	#10	100	0.20	20	120	1	20	20	0	5	0	1	5	5	145	145		145	1"		145			
1	240V Street Light L2 to T1	#10	704	0.20	141	845	5	20	100	0	5	0	1	5	5	950	950		950	1"		950			
2	SWITCH #1 to SWITCH #2	750	837	0.20	167	1,004	0	50	0	2	5	10	0	5	0	1,014		3,043	3,043	3"	3,043				
2	SWITCH 1 to T1	#2	291	0.2	44	335	0	50	0	2	5	10	0	5	0	345	345		345	2"		345			
2	240V Street Light T1 to L10	#10	466	0.20	93	559	4	20	80	0	5	0	0	5	0	639	639		639	1"		639			
3	SWITCH #2 to VAULT #1	750	839	0.20	168	1,007	0	50	0	1	5	5	1	5	5	1,017		3,050	3,050	3"	3,050				
3	T1 to T2	#2	775	0.2	116	891	0	50	0	2	5	10	0	5	0	901	901		901	2"		901			
3	240V Street Light L11 to T2	#10	535	0.20	107	642	4	20	80	0	5	0	0	5	0	722	722		722	1"		722			
4	VAULT #1 to SWITCH #3	750	779	0.20	156	935	0	50	0	1	5	5	1	5	5	945		2,834	2,834	3"	2,834				
4	T2 to SWITCH #3	#2	856	0.2	128	984	0	50	0	2	5	10	0	5	0	994	994		994	2"		994			
4	240V Street Light T2 to L19	#10	687	0.20	137	824	5	20	100	0	5	0	0	5	0	924	924		924	1"		924			
5	SWITCH #3 to WATERMAN SWITCH	750	55	0.20	11	66	0	50	0	1	5	5	1	5	5	76		228	228	3"	228				
6	SWITCH #3 to VAULT #2	750	656	0.20	131	787	0	50	0	1	5	5	1	5	5	797		2,392	2,392	3"	2,392				
6	SWITCH #3 to VAULT #2	2/0	656	0.2	131	787	0	50	0	1	5	5	1	5	5	797		2,392	2,392	2"		2,392			
6	SWITCH #3 to T3	#2	653	0.2	98	751	0	50	0	2	5	10	0	5	0	761	761		761	2"		761			
6	240V Street Light L20 to T3 (Includes Two Crossings to L21 & L23)	#10	849	0.20	170	1,019	4	20	80	0	5	0	2	5	10	1,109	1,109		1,109	1"		1,109			
6	240V T3 to L28	#10	514	0.20	103	617	3	20	60	0	5	0	1	5	5	682	682		682	1"		682			
7	VAULT #2 to VAULT #3	750	830	0.20	166	996	0	50	0	1	5	5	1	5	5	1,006		3,018	3,018	3"	3,018				
7	VAULT #2 to LIFT STATION TRANSFORMER	2/0	572	0.2	114	686	0	50	0	1	5	5	1	5	5	696		2,089	2,089	2"		2,089			
7	T3 to T4	#2	988	0.2	148	1,136	0	50	0	2	5	10	0	5	0	1,146	1,146		1,146	2"		1,146			
7	240V Street Light Pull Box to L31	#10	428	0.20	86	514	4	20	80	0	5	0	1	5	5	599	599		599	1"		599			
8	240V Street Light - L32 to T4	#10	605	0.20	121	726	4	20	80	0	5	0	0	5	0	806	806		806	1"		806			
9	VAULT #3 to SWITCH #4	750	867	0.20	173	1,040	0	50	0	1	5	5	1	5	5	1,050		3,151	3,151	3"	3,151				
9	T4 to SWITCH #4	#2	693	0.2	104	797	0	50	0	2	5	10	0	5	0	807	807		807	2"		807			
9	240V Street Light T4 to L45	#10	831	0.20	166	997	7	20	140	0	5	0	0	5	0	1,137	1,137		1,137	1"		1,137			
10	240V Street Light - Pull box to L38	#10	282	0.20	56	338	2	20	40	0	5	0	1	5	5	383	383		383	1"		383			
																			Total Length				19,700	9,435	8,095







THE UNIVERSITY OF CHICAGO PRESS



BELLMORE ENTERPRISES INC

PROPOSAL

MT DORA GROVES SOUTH

Date: 02/28/2024

BELLMORE ENTERPRISES INC
16019 REDINGTON DRIVE
REDINGTON BEACH, FL 33708
PH: 727-224-1584
Customer ID MT DORA

Contact	Job	Payment Terms	Due Date
S.BAGWELL	MT DORA GROVES SOUTH		

Qty	Description	Unit Price	Line Total
6,866 FT	TRENCH ONLY 48" DEPTH	\$14.00/FT	\$96,124.00
6,566 FT	INSTALL 1 ST 3" CONDUIT IN EXISTING TRENCH 48" DEPTH	\$6.50/FT	\$42,679.00
13,132 FT	INSTALL ADDL 3" CONDUIT IN EXISTING TRENCH 48" DEPTH	\$5.00/FT	\$65,660.00
300 FT	INSTALL 1 ST 2" CONDUIT IN EXISTING TRENCH 48" DEPTH	\$5.50/FT	\$1,650.00
9,133 FT	INSTALL ADDL 2" CONDUIT IN EXISTING TRENCH 48" DEPTH	\$4.00/FT	\$36,532.00
3,264 FT	TRENCH ONLY 24" DEPTH (STREETLIGHT RUNS)	\$7.00/FT	\$22,848.00
3,264 FT	INSTALL 1 ST 1" CONDUIT IN EXISTING TRENCH 24" DEPTH	\$4.50/FT	\$14,688.00
4,832 FT	INSTALL ADDL 1" CONDUIT IN EXISTING TRENCH 48" DEPTH	\$4.00/FT	\$19,328.00
	1800LB MULETAPE INCLUDED IN ALL INSTALLED PIPE		
Subtotal			\$299,509.00
Sales Tax			
Total			\$299,509.00

**EXHIBIT “B”
Compensation**

METHOD OF COMPENSATION: Hourly Rate and Fixed Fee with Not-to-Exceed Amount of \$299,509.00 for total services.

EXHIBIT “C”

Sub-Contractors

None

**EXHIBIT “D”
Schedule**

SCHEDULE OF SERVICES: CONTRACTOR shall complete the Scope of Work within 90 days of project initiation.

Make all checks payable to BELLMORE ENTERPRISES INC

Thank you for your business!

BELLMORE ENTERPRISES INC 16019 REDINGTON DRIVE REDINGTON BEACH FL 33708

Phone: 727-224-1584 Email BELLMOREINC@AOL.COM



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

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Requisition 25-2975 with Commercial Design Services for the Purchase of Furniture for the New Public Works Building

Introduction:

This is a request for City Council to approve requisition 25-2975 for the purchase of the furniture for the new Public Works building.

Discussion:

Commercial Design Services worked with the City's Architects and City staff to provide a proposal for new furniture for the Public Works building (see Attachment #1). The package is for the furniture, including installation and freight (see Attachment #2). The contract was competitively solicited, and the vendor awarded under Florida State Contract #: 56120000-24-ACS.

Budget Impact:

Funds for the package in the amount of \$377,647.58 will come from the General Ledger account number 500-5555-580-64-01.

Strategic Impact:

Objective 2.4. - Sustain City Infrastructure

Recommendation:

City Council approve the requisition for the purchase of furniture for the new public works building.

Attachment(s):

1. ATTACHMENT 1 - CDS Layout
2. ATTACHMENT 2 - Commercial Design Services Proposal Public Works

Prepared by:	vedderl vedderl, Administrative Assistant	
Reviewed by:	Steve Langley, Assistant City Manager-Electric Utility Director	Approved - 11/4/2024
	Matthew Dodson, Budget Officer	Approved - 11/4/2024
	Rita Meade, Finance Director	Approved - 11/4/2024
	City Attorney, City Attorney	Approved - 11/26/2024
	Jeanann Hand, City Clerk	Approved - 11/26/2024
	Vince Sandersfeld, City Manager	Final Approval - 11/26/2024



Presented To:

City of Mount Dora

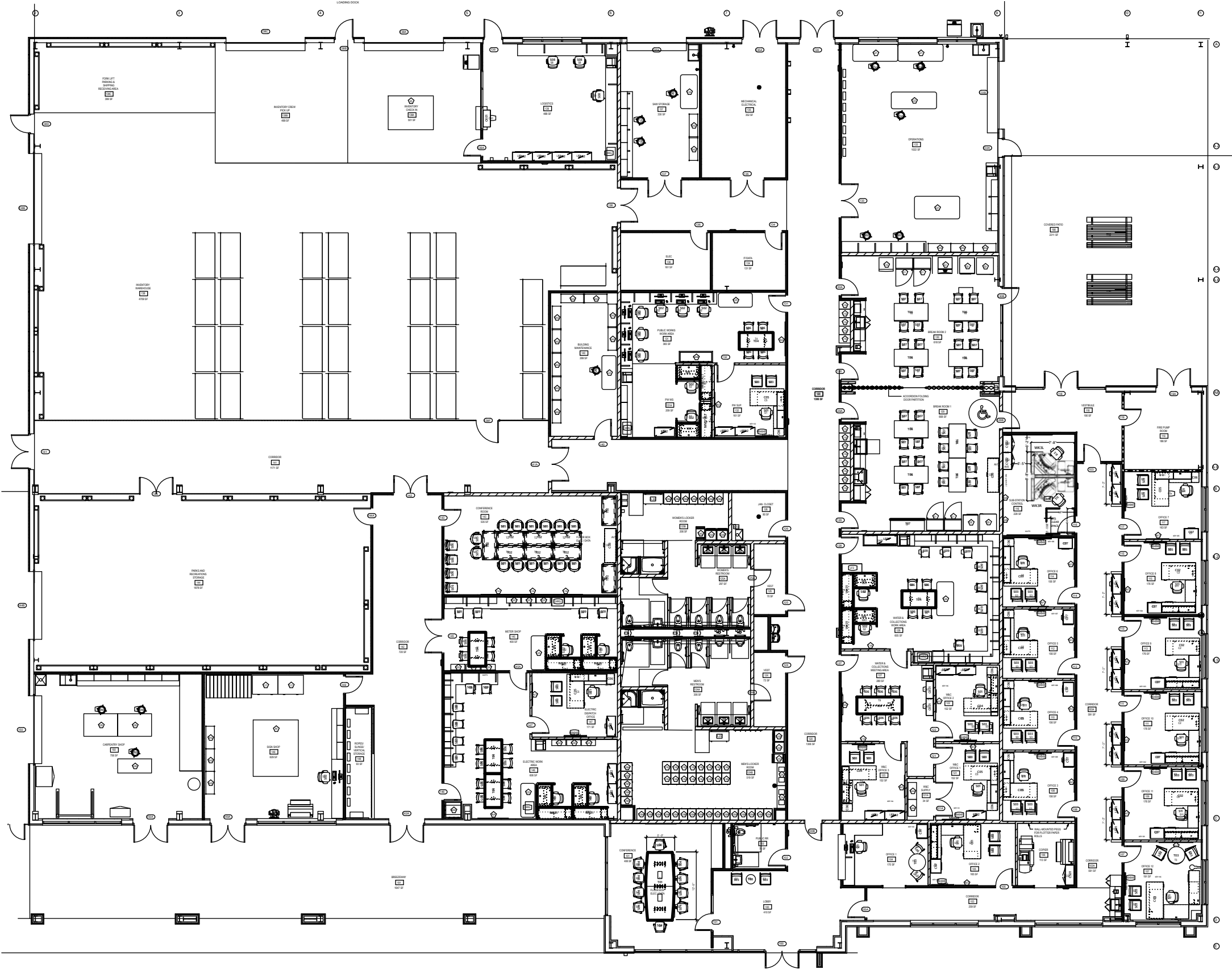
Public Works

Kris Panter

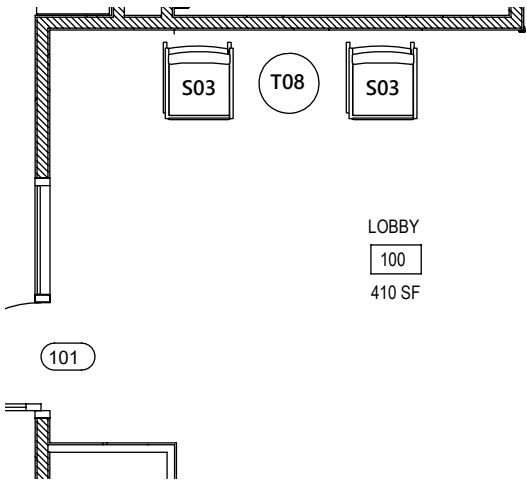
407.774.4832

kpanter@cdsorlando.com

ATTACHMENT #1





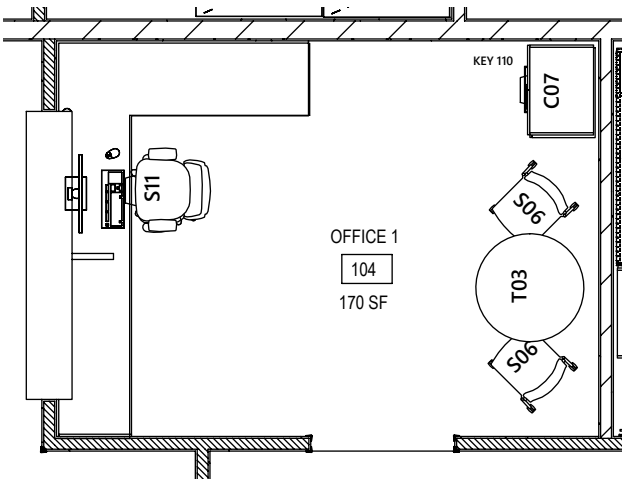


Lobby

Description: (2) Carolina Rein Guest Chairs
(1) OFS Wyre Side Table

Location: 100



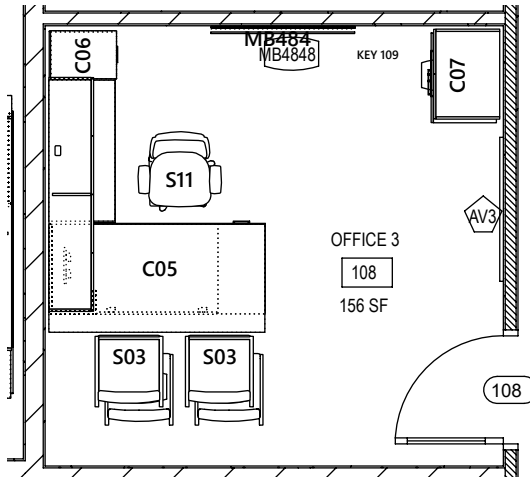


Office 1

Description: (1) OFS Staks Storage Wardrobe 36"W x 22"D
(1) OFS Nineteen20 Meeting Table 36" Dia
(1) KI Impress Ultra Highback Task Chair
(2) KI Strive Guest Chairs

Location: 104





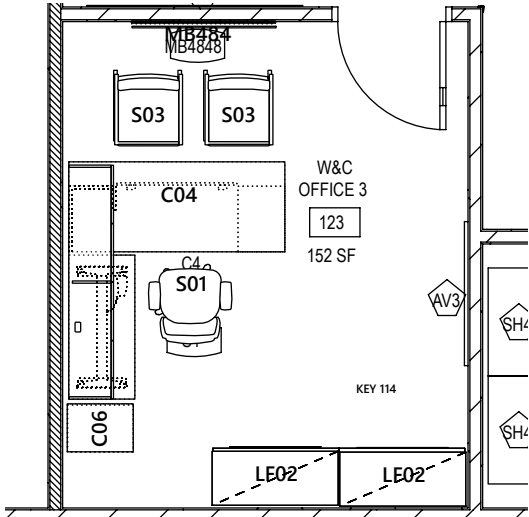
Office 2 Typical

Description:

- (1) OFS Staks L-Shape Desk, HAT 72"W x 36"D, Static Return 48"W x 22"D w/ Wall Mounted Overheads, Tackboard + Tasklight
- (1) OFS Staks Storage Wardrobe 36"W x 22"D
- (1) National Exhibit Porcelain Markerboard 48"W x 48"H
- (1) KI Impress Ultra Highback Task Chair
- (2) Carolina Rein Guest Chairs

Location: 108, 110, 112, 114, 117





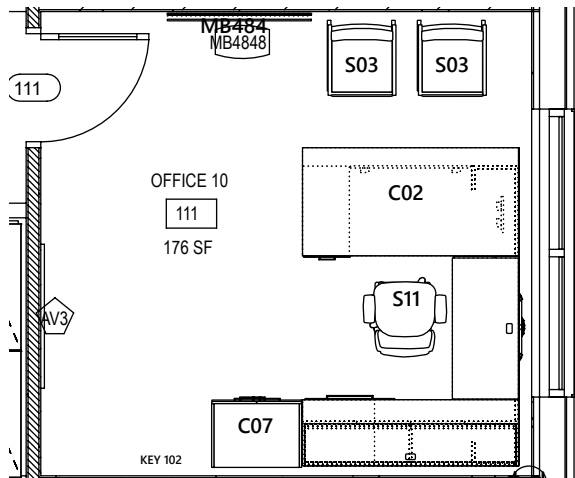
Office 3 Typical

- Description:
- (1) OFS Staks L-Shape Desk 72"W x 36"D, HAT Return 48"W x 22"D w/ Wall Mounted Overheads, Tackboard + Tasklight
 - (2) KI Metal 5 Drawer File Cabinet 42"W x 18"D (some offices have 1 LF)
 - (1) National Exhibit Porcelain Markerboard 48"W x 48"H
 - (1) KI Impress Ultra Highback Task Chair
 - (2) Carolina Rein Guest Chairs

Location: 1 LF: 121, 147; 2 LF: 122, 123, 132

Note: Includes left- and right-hand desk configurations





Office 4 Typical

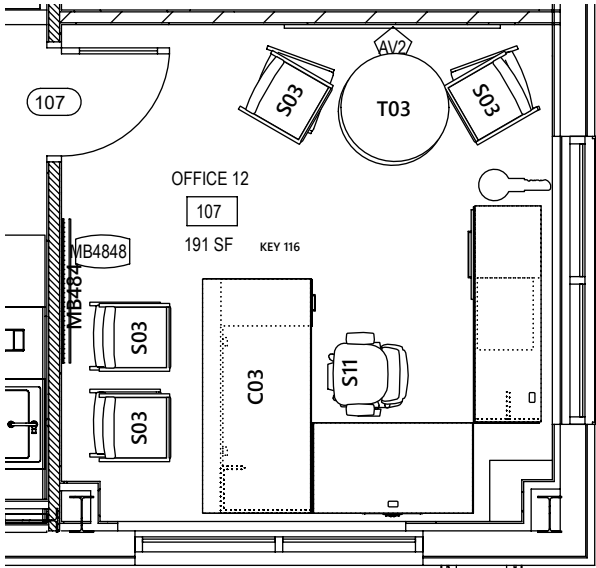
Description:

- (1) OFS Staks U-Shape Desk 72"W x 36"D, HAT Bridge 48"W x 22"D, Credenza 72"W x 22"D w/ Hutch, Tackboard + Tasklight
- (1) OFS Staks LF + Closed Shelves 36"W x 22"D
- (1) National Exhibit Porcelain Markerboard 48"W x 48"H
- (1) KI Impress Ultra Highback Task Chair
- (2) Carolina Rein Guest Chairs

Location: 105, 109, 111, 113, 115

Note: Includes left- and right-hand desk configurations





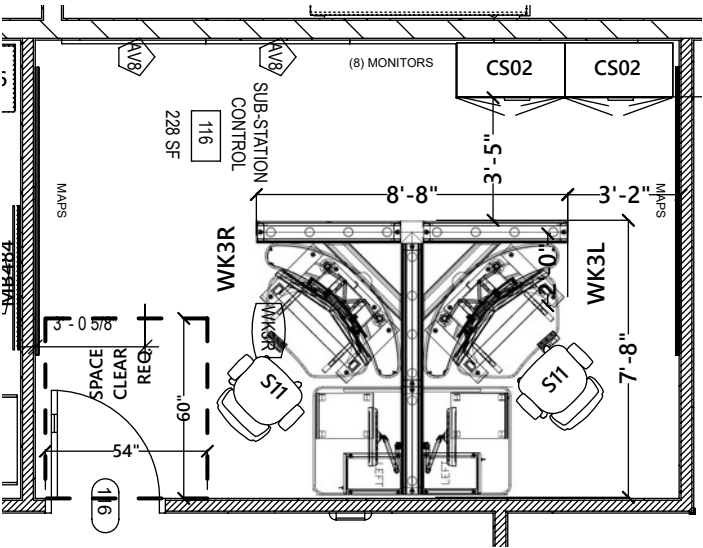
Office 12

Description:

- (1) OFS Staks U-Shape Desk Desk: 78"W x 36"D, HAT Bridge: 54"W x 30"D, Credenza: 72"W x 22"D
- (1) OFS Nineteen20 Meeting Table 36" Dia
- (1) National Exhibit Porcelain Markerboard 48"W x 48"D
- (1) KI Impress Ultra Highback Task Chair
- (4) Carolina Rein Guest Chairs

Location: 107

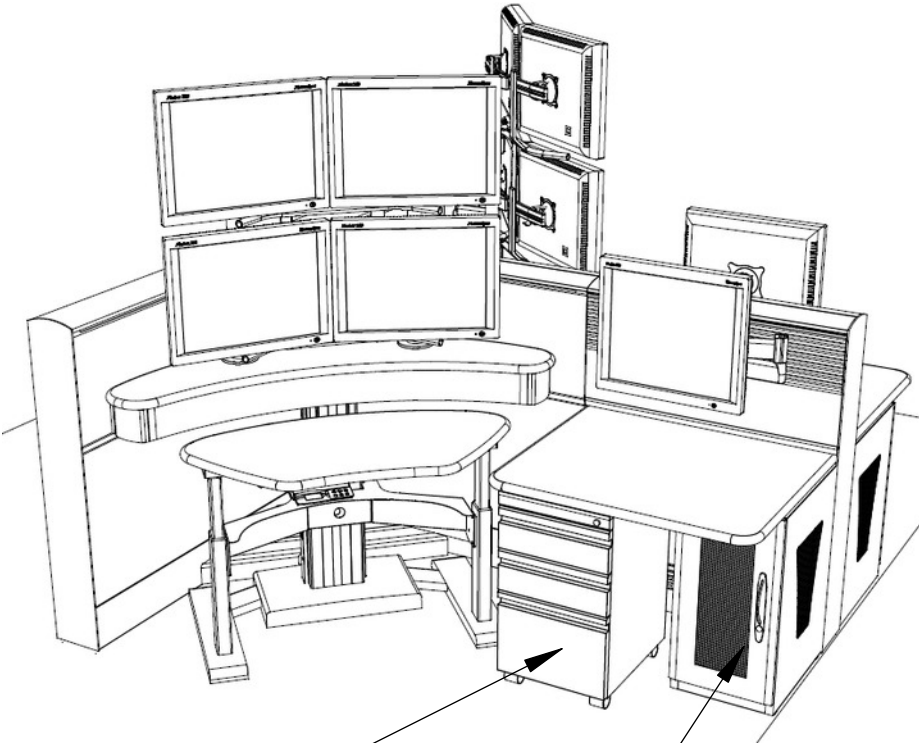




Sub-Station Control Room

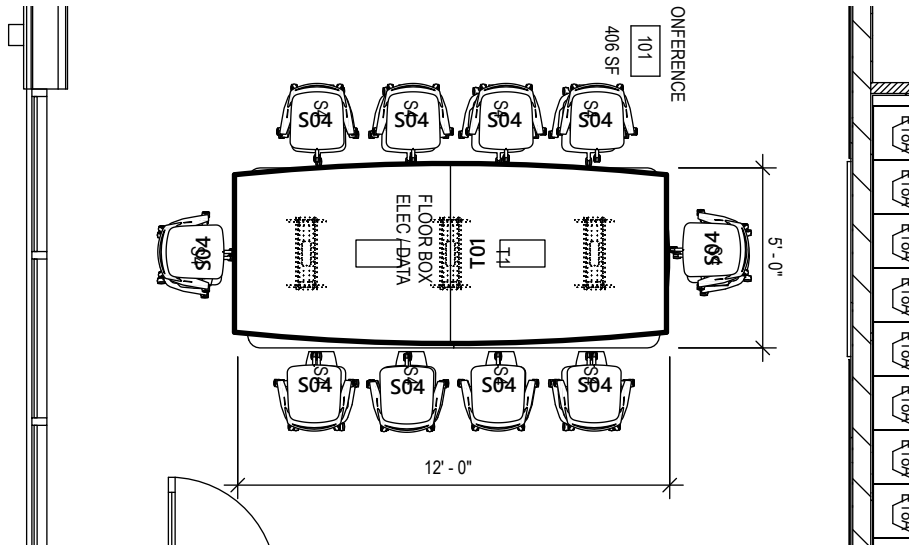
Description: (2) Eaton Profile Height Adjustable Command Stations w/
Mobile BBF + CPU Holder 48"W x 84"D
(2) KI 700 Series Storage Cabinets 36"W x 18"D
(2) KI Impress Ultra Highback Task Chairs

Location: 116



MOBILE BBF

CPU HOLDER

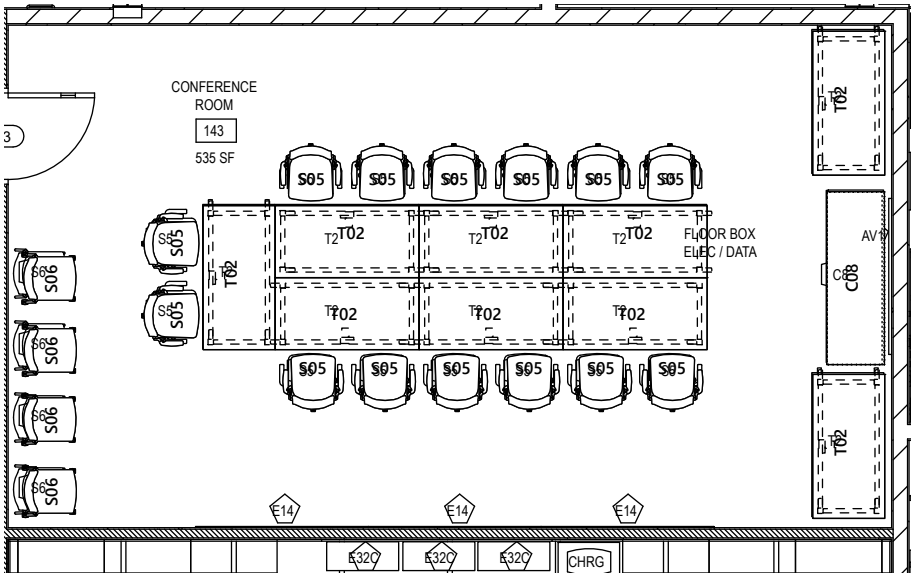


Conference Room 1

Description: (1) National Waveworks Conference Table w/ Power
144"W x 60"D
(10) OFS Flexxy Highback Conference Chairs

Location: 101





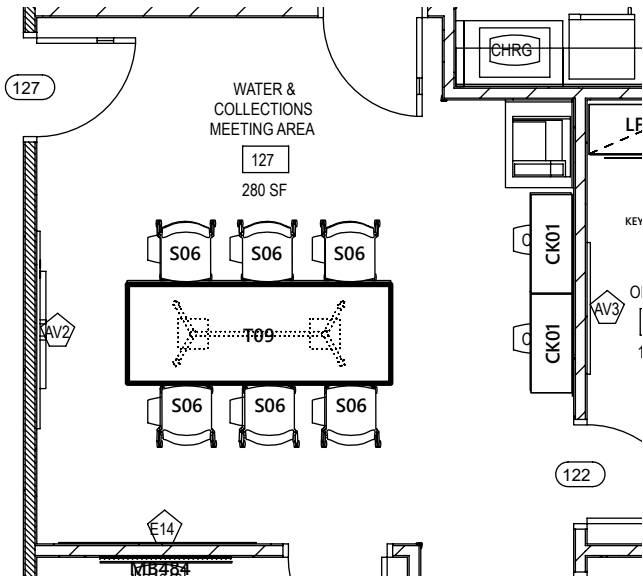
Conference Room 2

Description: (9) KI Stout Tables w/ Phenolic Resin Tops + Power Modules 60"W x 30"D
(14) KI Strive Meeting Chairs w/ Fixed Arms + Upholstered Seat
(4) KI Strive Guest Chairs

Location: 143



Power Module

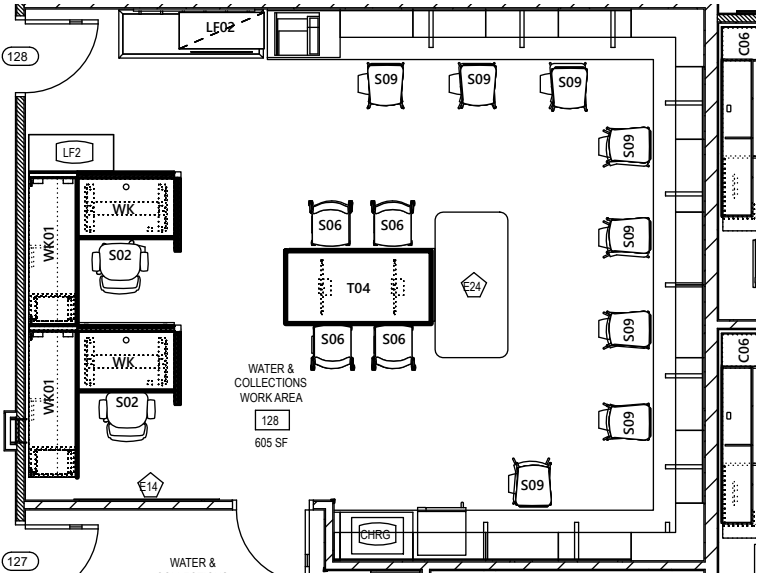


Water and Collections Metering Area

Description: (1) KI Portico Meeting Table 96"W x 36"D
(6) KI Strive Guest Chairs
(2) KI Metal Bookcases 36"W x 15"D

Location: 127





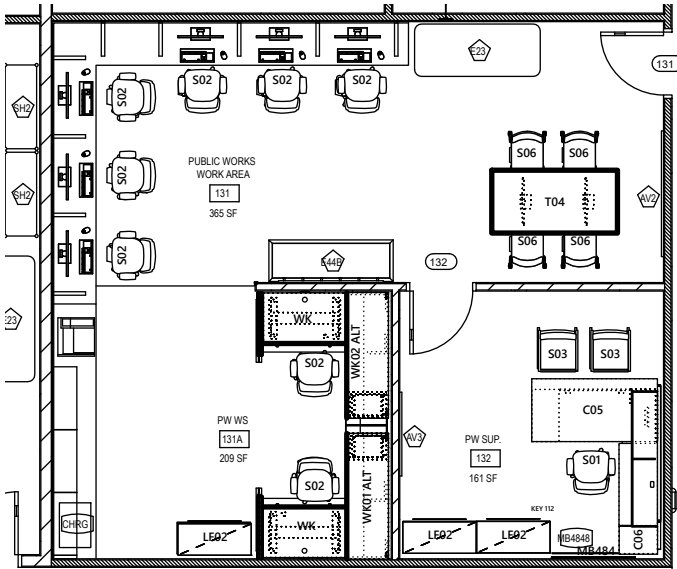
Water and Collections Work Area

- Description:
- (1) KI Portico Meeting Table 72"W x 36"D
 - (4) KI Strive Guest Chairs
 - (8) KI Apply Counter Stools
 - (2) Kimball Xsite Workstations 72"W x 72"D
 - (2) KI Impress Ultra Midback Task Chairs
 - (1) KI Metal 5-High Lateral File 42"W x 18"D

Location: 128

MAGNETIC
MARKERBOARD



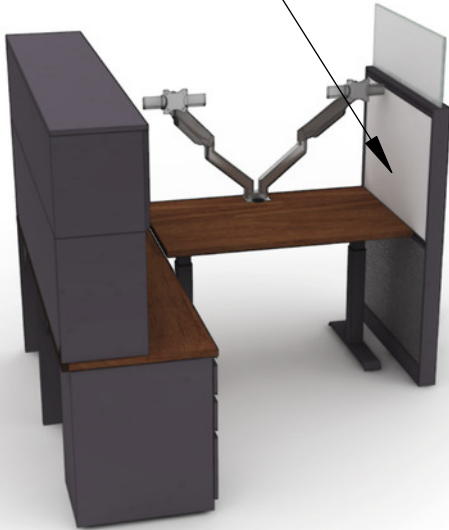


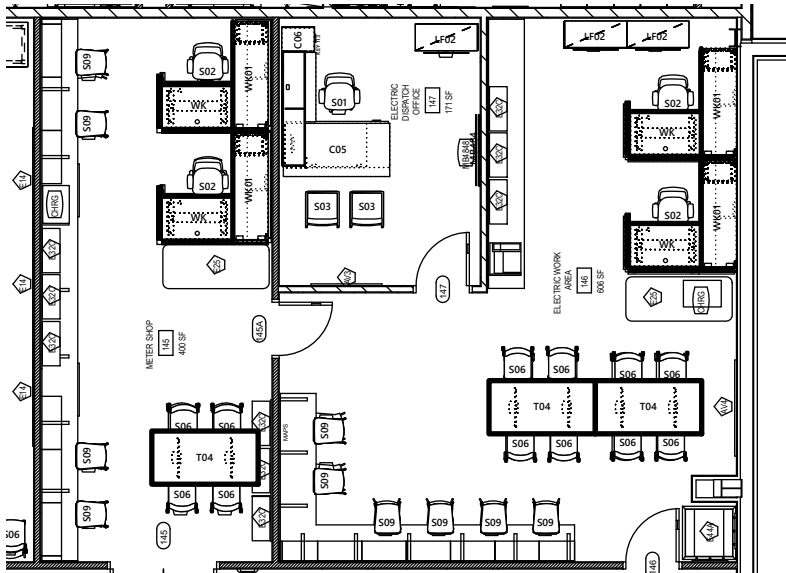
Public Works Work Area

- Description:
- (1) KI Portico Meeting Table 72"W x 36"D
 - (4) KI Strive Guest Chairs
 - (8) KI Impress Ultra Midback Task Chairs
 - (2) Kimball Xsite Workstations 72"W x 72"D
 - (1) KI Metal 5-High Lateral File 42"W x 18"D

Location: 131

MAGNETIC
MARKERBOARD





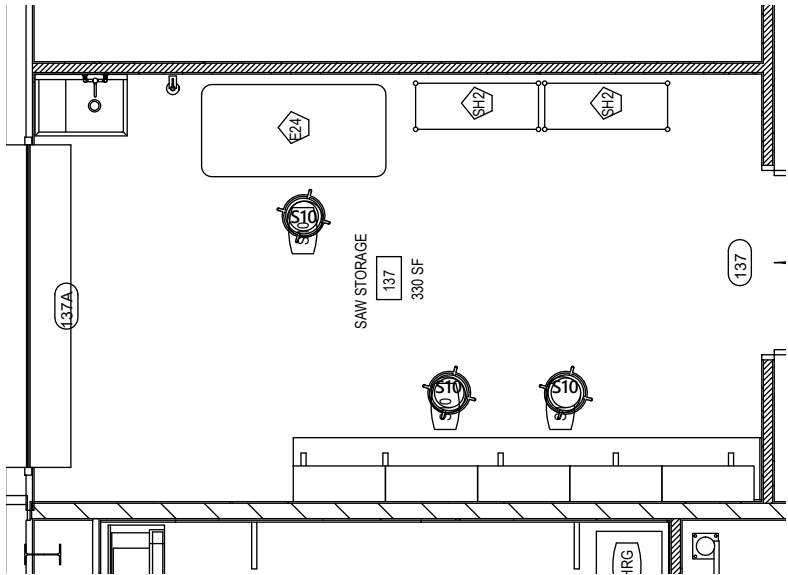
Meter Shop + Electric Work Area

- Description:
- (3) KI Portico Meeting Table 72"W x 36"D
 - (12) KI Strive Guest Chairs
 - (4) KI Impress Ultra Midback Task Chairs
 - (1) KI Apply Counter Stools
 - (4) Kimball Xsite Workstations 72"W x 72"D
 - (2) KI Metal 5-High Lateral File 42"W x 18"D

Location: 145 + 146

MAGNETIC
MARKERBOARD





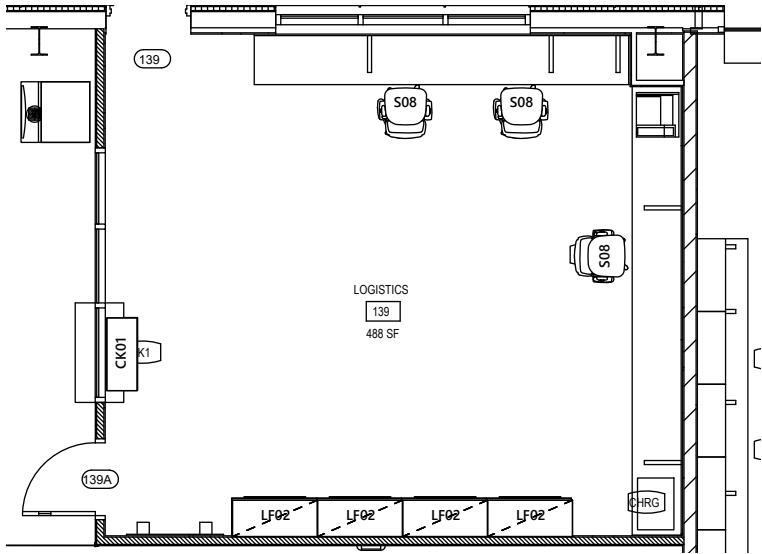
Saw Shop

Description: (3) KI 600 Steel Counter Stool

(5) KI 600 Steel Counter Stools in Rm 133
(1) KI 600 Steel Counter Stools in Rm 140
(3) KI 600 Steel Counter Stools in Rm 150

Location: 137



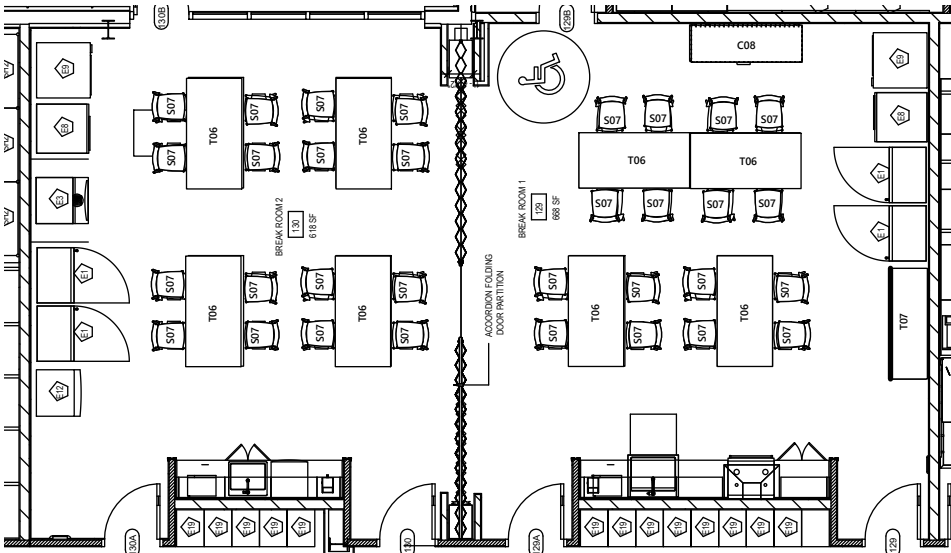


Logistics

Description: (3) KI Impress Armless Task Stools
(4) KI Metal 5-High Lateral File 42"W x 18"D
(1) KI Metal Bookcase 36"W x 15"D

Location: 139

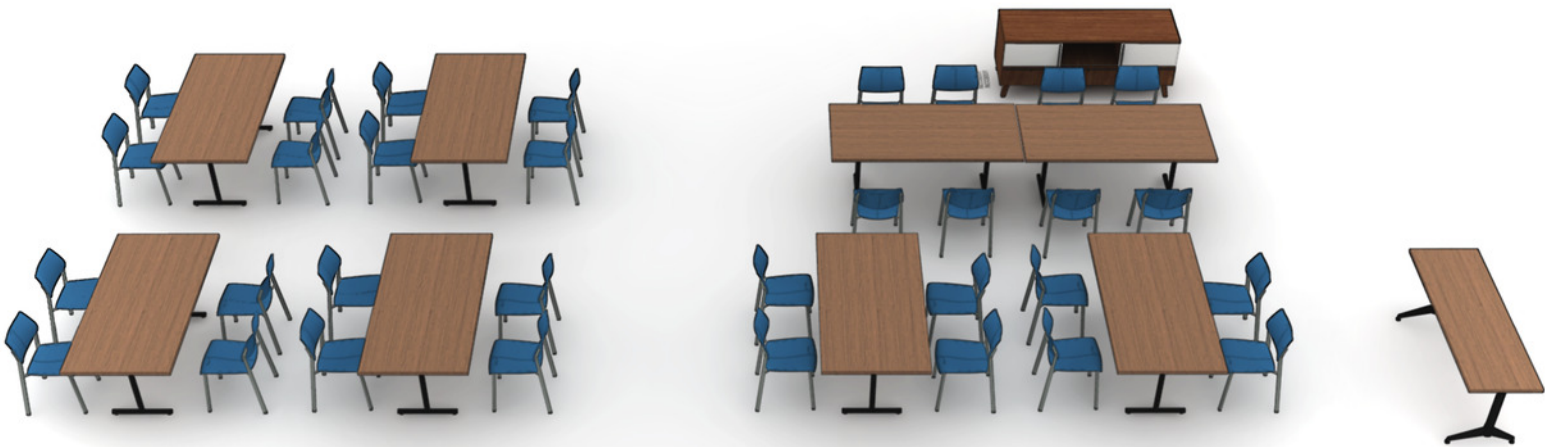


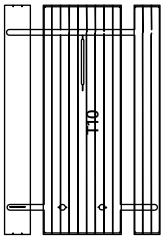
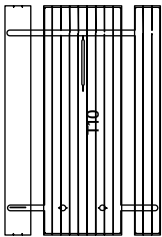


Break Room 1 + 2

Description: (8) OFS Nineteen20 Rectangle Dining Table 72"W x 36"D
(32) KI Katera Dining Chairs
(1) National Tessera Credenza 72"W x 24"D
(1) OFS Applause Rectangle Table 72"W x 24"D

Location: 129 + 130





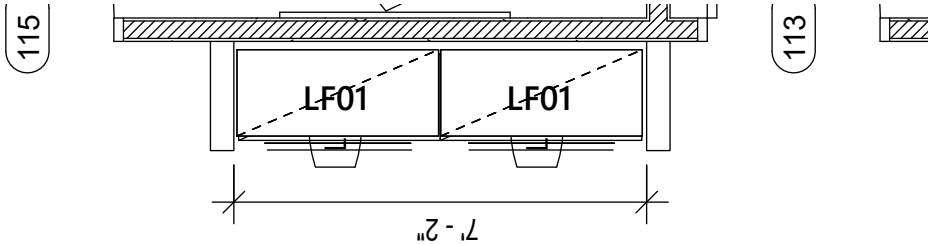
COVERED PATIO
198
2211 SF

Covered Patio

Description: (2) Anova Rectangular Recycled Plastic Picnic Table 96"W x 65"D

Location: 198



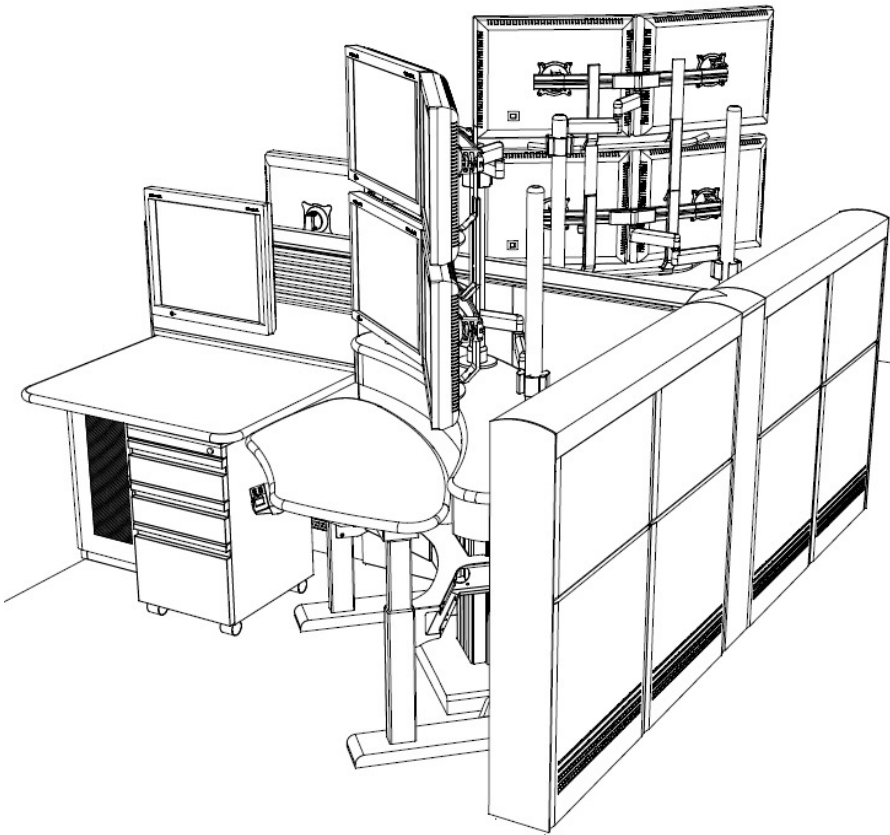
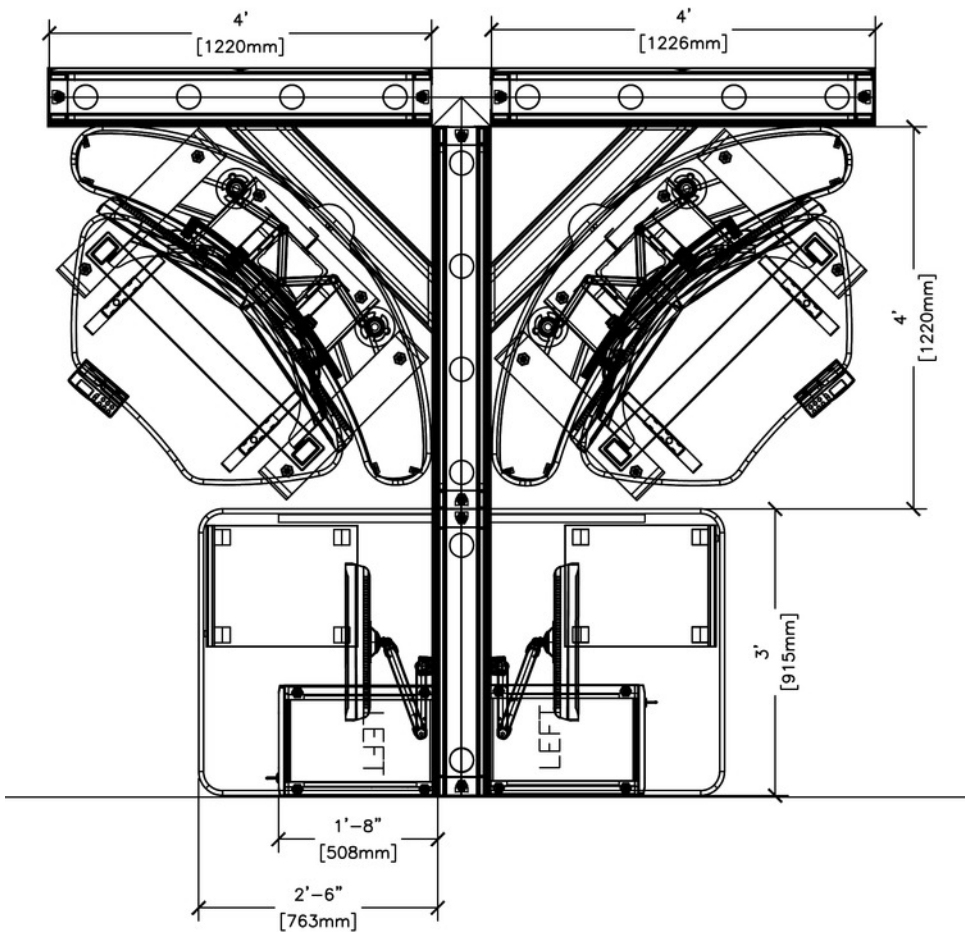


Corridor

Description: (10) KI Metal 4-High Lateral Files 42"W x 18"D

Location: 103A





Proposal



Commercial Design Services
2405 Lucien Way Ste 250
Maitland, FL 32751
Phone: 407.774.4832
commercialdesignservices.com

Order Number	3500
Date	11/05/2024
Customer PO No	
Customer Name	City of Mount Dora
Salesperson	Kris Panter
Terms	NET 30
Page	1 of 35

S City of Mount Dora
O 501 N Baker St
L Mt Dora, FL 32757
D
T ATTN: Stacey Hart
O 352-735-7115 x1713
HartS@ci.mount-dora.fl.us

D City of Mount Dora
E 501 N Baker St
L Mt Dora, FL 32757
I
V
E ATTN: Steve Langley
R (352) 735-7155 Ext. 1815
T LangleyS@ci.mount-dora.fl.us
O

Prepared for : Steve Langley

Qty	Description	Unit Price	Extended Amount
1.00 Each	State of FL Contract #: 56120000-24-ACS - Furniture (Exemplis, KI, Kimball, OFS)	0.00	0.00
1.00 Each	58.66x4.38x1.3 Task Light Tag: Tag TG: C01 Tag L1: C01	311.75	311.75
1.00 Each	Mobio, HD, Dual Desk Mount (Dual USB-A Passthrough), Dual Sliders MAC01:Silver Tag: Tag TG: C01 Tag L1: C01	519.60	519.60
1.00 Each	Staks, Left Wing Assembly for 36" Bow or 30" Rectangular Top T:TFL NW2:Root (NW2) Tag: Tag TG: C01 Tag L1: C01	263.44	263.44
1.00 Each	Staks, Right Wing Assembly for 22" Rectangular Top T:TFL NW2:Root (NW2) Tag: Tag TG: C01 Tag L1: C01	200.07	200.07
1.00 Each	1-Pc Tackboard Use with 72"W Highback Organizers ~OFS:OFS ~ARBOR:Arbor - Grade 1 3130085:Obrina Tag: Tag TG: C01 Tag L1: C01	139.55	139.55
1.00 Each	Offset Electric Rectangular Adjustable Height Base, Use with 22" deep rectangular top, (1-KIT) TGK:Tubular Glide (23"- 49"h) H7B:Black K4S:Standard Switch Tag: Tag TG: C01 Tag L1: C01	459.24	459.24
1.00 Each	Staks, TFL Wood Grain and TFL Solid Colors, 30"-47.9375" x 11.75" Modesty Panel 40:40 inches .0:none ~W:TFL Wood Grain NW2:Root (NW2)	95.76	95.76

Proposal



Commercial Design Services
2405 Lucien Way Ste 250
Maitland, FL 32751
Phone: 407.774.4832
commercialdesignservices.com

Order Number	3500
Date	11/05/2024
Customer PO No	
Customer Name	City of Mount Dora
Salesperson	Kris Panter
Terms	NET 30
Page	2 of 35

	Tag: Tag TG: C01 Tag L1: C01		
1.00 Each	Staks, Worksurface Height Box/Box/File Pedestal No Riser Support, Use with 30"D Worksurfaces, 15.625"W x 29.875"D x 27.875"H T:TFL NW2:Root (NW2) NW2:Root (NW2) NW2:Root (NW2) LXT:Finished LCK1:Requires 1 Lock Core - Specific Key (Lock Sets Ordered Separately) Parallel:Parallel BKO:Onyx Tag: Tag TG: C01 Tag L1: C01	555.72	555.72
1.00 Each	Staks, Worksurface Height File/File Pedestal No Riser Support, Use with 22"D Worksurfaces, 24"W x 21.875"D x 27.875"H T:TFL NW2:Root (NW2) NW2:Root (NW2) NW2:Root (NW2) LXT:Finished LCK1:Requires 1 Lock Core - Specific Key (Lock Sets Ordered Separately) Parallel:Parallel BKO:Onyx Tag: Tag TG: C01 Tag L1: C01	583.13	583.13
1.00 Each	Staks, 72"W x 36"D x 1"H, Rectangular Worksurface T:TFL/HPL-PP Edge ~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2) G1:No Grommet G1:No Grommet A9F:No Cutout Tag: Tag TG: C01 Tag L1: C01	322.18	322.18
1.00 Each	Staks, 72"W x 22"D x 1"H, Rectangular Worksurface T:TFL/HPL-PP Edge ~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2) G3:Center LJ:Black A9F:No Cutout Tag: Tag TG: C01 Tag L1: C01	244.93	244.93
1.00 Each	Staks, 47"W x 22"D x 1"H, Rectangular Worksurface T:TFL/HPL-PP Edge	200.43	200.43

Proposal



Commercial Design Services
2405 Lucien Way Ste 250
Maitland, FL 32751
Phone: 407.774.4832
commercialdesignservices.com

Order Number	3500
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Salesperson	Kris Panter
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	~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2) G3:Center LJ:Black A9F:No Cutout Tag: Tag TG: C01 Tag L1: C01		
1.00 Each	Staks, 72" x 43.125" Highback Organizer with Doors with (4) Doors T:TFL NW2:Root (NW2) ~SW:TFL Wood Grain NW2:Root (NW2) LCK2:Requires 2 Lock Cores - Specific Key (Lock Sets Ordered Separately) X9:No Tackboard LXT:Finished X9:No Tackboard X9:No Selection - Grade X9 Tag: Tag TG: C01 Tag L1: C01	1,088.29	1,088.29
4.00 Each	58.66x4.38x1.3 Task Light Tag: Tag TG: C02 Tag L1: C02	311.75	1,247.00
4.00 Each	Mobio, HD, Dual Desk Mount (Dual USB-A Passthrough), Dual Sliders MAC01:Silver Tag: Tag TG: C02 Tag L1: C02	519.60	2,078.40
4.00 Each	Staks, Left Wing Assembly for 22" Rectangular Top T:TFL NW2:Root (NW2) Tag: Tag TG: C02 Tag L1: C02	200.07	800.28
4.00 Each	Staks, Right Wing Assembly for 36" Bow or 30" Rectangular Top T:TFL NW2:Root (NW2) Tag: Tag TG: C02 Tag L1: C02	263.44	1,053.76
4.00 Each	1-Pc Tackboard Use with 72"W Highback Organizers ~OFS:OFS ~ARBOR:Arbor - Grade 1 3130085:Obrina Tag: Tag TG: C02 Tag L1: C02	139.55	558.20
4.00 Each	Offset Electric Rectangular Adjustable Height Base, Use with 22" deep rectangular top, (1-KIT) TGK:Tubular Glide (23"- 49"h) H7B:Black K4S:Standard Switch	459.24	1,836.96

Proposal



Commercial Design Services
2405 Lucien Way Ste 250
Maitland, FL 32751
Phone: 407.774.4832
commercialdesignservices.com

Order Number	3500
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Customer PO No	
Customer Name	City of Mount Dora
Salesperson	Kris Panter
Terms	NET 30
Page	4 of 35

	Tag: Tag TG: C02 Tag L1: C02		
4.00 Each	Staks, TFL Wood Grain and TFL Solid Colors, 30"-47.9375" x 11.75" Modesty Panel 40:40 inches .0:none ~W:TFL Wood Grain NW2:Root (NW2) Tag: Tag TG: C02 Tag L1: C02	95.76	383.04
4.00 Each	Staks, Worksurface Height Box/Box/File Pedestal No Riser Support, Use with 30"D Worksurfaces, 15.625"W x 29.875"D x 27.875"H T:TFL NW2:Root (NW2) NW2:Root (NW2) NW2:Root (NW2) LXT:Finished LCK1:Requires 1 Lock Core - Specific Key (Lock Sets Ordered Separately) Parallel:Parallel BKO:Onyx Tag: Tag TG: C02 Tag L1: C02	555.72	2,222.88
4.00 Each	Staks, Worksurface Height File/File Pedestal No Riser Support, Use with 22"D Worksurfaces, 24"W x 21.875"D x 27.875"H T:TFL NW2:Root (NW2) NW2:Root (NW2) NW2:Root (NW2) LXT:Finished LCK1:Requires 1 Lock Core - Specific Key (Lock Sets Ordered Separately) Parallel:Parallel BKO:Onyx Tag: Tag TG: C02 Tag L1: C02	583.13	2,332.52
4.00 Each	Staks, 72"W x 36"D x 1"H, Rectangular Worksurface T:TFL/HPL-PP Edge ~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2) G1:No Grommet G1:No Grommet A9F:No Cutout Tag: Tag TG: C02 Tag L1: C02	322.18	1,288.72
4.00 Each	Staks, 72"W x 22"D x 1"H, Rectangular Worksurface T:TFL/HPL-PP Edge ~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2)	244.93	979.72

Proposal



Commercial Design Services
2405 Lucien Way Ste 250
Maitland, FL 32751
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commercialdesignservices.com

Order Number	3500
Date	11/05/2024
Customer PO No	
Customer Name	City of Mount Dora
Salesperson	Kris Panter
Terms	NET 30
Page	5 of 35

	G3:Center LJ:Black A9F:No Cutout Tag: Tag TG: C02 Tag L1: C02		
4.00 Each	Staks, 47"W x 22"D x 1"H, Rectangular Worksurface T:TFL/HPL-PP Edge ~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2) G2:Right LJ:Black A9F:No Cutout Tag: Tag TG: C02 Tag L1: C02	200.43	801.72
4.00 Each	Staks, 72" x 43.125" Highback Organizer with Doors with (4) Doors T:TFL NW2:Root (NW2) ~SW:TFL Wood Grain NW2:Root (NW2) LCK2:Requires 2 Lock Cores - Specific Key (Lock Sets Ordered Separately) X9:No Tackboard LXT:Finished X9:No Tackboard X9:No Selection - Grade X9 Tag: Tag TG: C02 Tag L1: C02	1,088.29	4,353.16
1.00 Each	Mobio, HD, Dual Desk Mount (Dual USB-A Passthrough), Dual Sliders MAC01:Silver Tag: Tag TG: C03 Tag L1: C03	519.60	519.60
1.00 Each	Staks, 27.875H End Panel for 22D Peninsula Worksurface T:TFL NW2:Root (NW2) Tag: Tag TG: C03 Tag L1: C03	126.02	126.02
1.00 Each	Staks, Left Wing Assembly for 36" Bow or 30" Rectangular Top T:TFL NW2:Root (NW2) Tag: Tag TG: C03 Tag L1: C03	263.44	263.44
1.00 Each	Staks, Worksurface Height Open Shelf Pedestal No Riser Support, Use with 22"D Worksurfaces, 24"W x 18.625"D x 27.875"H T:TFL NW2:Root (NW2) LXT:Finished Tag: Tag TG: C03 Tag L1: C03	208.97	208.97
1.00		527.59	527.59

Proposal



Commercial Design Services
2405 Lucien Way Ste 250
Maitland, FL 32751
Phone: 407.774.4832
commercialdesignservices.com

Order Number	3500
Date	11/05/2024
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Salesperson	Kris Panter
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Each	Offset Electric Rectangular Adjustable Height Base, Use with 30" deep rectangular top, (1-KIT) TGK:Tubular Glide (23"- 49"h) H7B:Black K4S:Standard Switch Tag: Tag TG: C03 Tag L1: C03		
1.00 Each	Staks, TFL Wood Grain and TFL Solid Colors, 30"-47.9375" x 11.75" Modesty Panel 46:46 inches .0:none ~W:TFL Wood Grain NW2:Root (NW2) Tag: Tag TG: C03 Tag L1: C03	95.76	95.76
1.00 Each	Staks, Worksurface Height Box/Box/File Pedestal No Riser Support, Use with 30"D Worksurfaces, 15.625"W x 29.875"D x 27.875"H T:TFL NW2:Root (NW2) NW2:Root (NW2) NW2:Root (NW2) LXT:Finished LCK1:Requires 1 Lock Core - Specific Key (Lock Sets Ordered Separately) Parallel:Parallel BKO:Onyx Tag: Tag TG: C03 Tag L1: C03	555.72	555.72
1.00 Each	Staks, Worksurface Height File/File Pedestal No Riser Support, Use with 22"D Worksurfaces, 24"W x 21.875"D x 27.875"H T:TFL NW2:Root (NW2) NW2:Root (NW2) NW2:Root (NW2) LXT:Finished LCK1:Requires 1 Lock Core - Specific Key (Lock Sets Ordered Separately) Parallel:Parallel BKO:Onyx Tag: Tag TG: C03 Tag L1: C03	583.13	583.13
1.00 Each	Staks, 78"W x 36"D x 1"H, Rectangular Worksurface T:TFL/HPL-PP Edge ~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2) G1:No Grommet G1:No Grommet A9F:No Cutout Tag: Tag TG: C03 Tag L1: C03	354.22	354.22
1.00	Staks, 72"W x 22"D x 1"H, Rectangular Worksurface	244.93	244.93

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Each	T:TFL/HPL-PP Edge ~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2) G2:Right LJ:Black A9F:No Cutout Tag: Tag TG: C03 Tag L1: C03		
1.00 Each	Staks, 53"W x 30"D x 1"H, Rectangular Worksurface T:TFL/HPL-PP Edge ~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2) G3:Center LJ:Black A9F:No Cutout Tag: Tag TG: C03 Tag L1: C03	271.27	271.27
2.00 Each	58.66x4.38x1.3 Task Light Tag: Tag TG: C04 Tag L1: C04	311.75	623.50
2.00 Each	Center Column Adjustable Height, Use with 48" x 22" or smaller in depth rectangular top, (1-KIT) C3W:Tubular Glide BLK:Black Tag: Tag TG: C04 Tag L1: C04	1,229.27	2,458.54
2.00 Each	Staks, Left Wing Assembly for 22" Rectangular Top T:TFL NW2:Root (NW2) Tag: Tag TG: C04 Tag L1: C04	200.07	400.14
2.00 Each	1-Piece Tackboard Use with 78"W Wallmount Organizers ~OFS:OFS ~ARBOR:Arbor - Grade 1 3130085:Obrina Tag: Tag TG: C04 Tag L1: C04	140.26	280.52
2.00 Each	Staks, TFL Wood Grain and TFL Solid Colors, 30"-47.9375" x 11.75" Modesty Panel 40:40 inches .0:none ~W:TFL Wood Grain NW2:Root (NW2) Tag: Tag TG: C04 Tag L1: C04	95.76	191.52
2.00 Each	Staks, 78" x 18.5" Organizer with Doors	703.46	1,406.92

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	T:TFL NW2:Root (NW2) ~SW:TFL Wood Grain NW2:Root (NW2) LCK2:Requires 2 Lock Cores - Specific Key (Lock Sets Ordered Separately) Tag: Tag TG: C04 Tag L1: C04		
2.00 Each	Staks, Worksurface Height Box/Box/File Pedestal No Riser Support, Use with 22"D Worksurfaces, 15.625"W x 21.875"D x 27.875"H T:TFL NW2:Root (NW2) NW2:Root (NW2) NW2:Root (NW2) LXT:Finished LCK1:Requires 1 Lock Core - Specific Key (Lock Sets Ordered Separately) Parallel:Parallel BKO:Onyx Tag: Tag TG: C04 Tag L1: C04	473.48	946.96
2.00 Each	Staks, 72"W x 30"D x 1"H, Rectangular Worksurface T:TFL/HPL-PP Edge ~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2) G1:No Grommet G1:No Grommet A9F:No Cutout Tag: Tag TG: C04 Tag L1: C04	263.08	526.16
2.00 Each	Staks, 48"W x 22"D x 1"H, Rectangular Worksurface T:TFL/HPL-PP Edge ~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2) G3:Center LJ:Black A9F:No Cutout Tag: Tag TG: C04 Tag L1: C04	200.43	400.86
8.00 Each	58.66x4.38x1.3 Task Light Tag: Tag TG: C05 Tag L1: C05	311.75	2,494.00
8.00 Each	Staks, Right Wing Assembly for 36" Bow or 30" Rectangular Top T:TFL NW2:Root (NW2) Tag: Tag TG: C05 Tag L1: C05	263.44	2,107.52
8.00	1-Piece Tackboard Use with 78"W Wallmount Organizers	140.26	1,122.08

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Each	~OFS:OFS ~ARBOR:Arbor - Grade 1 3130085:Obrina Tag: Tag TG: C05 Tag L1: C05		
8.00 Each	Offset Electric Rectangular Adjustable Height Base, Use with 22" deep rectangular top, (1-KIT) TGK:Tubular Glide (23"- 49"h) H7B:Black K4S:Standard Switch Tag: Tag TG: C05 Tag L1: C05	459.24	3,673.92
8.00 Each	Staks, TFL Wood Grain and TFL Solid Colors, 30"-47.9375" x 11.75" Modesty Panel 40:40 inches .0:none ~W:TFL Wood Grain NW2:Root (NW2) Tag: Tag TG: C05 Tag L1: C05	95.76	766.08
8.00 Each	Staks, 78" x 18.5" Organizer with Doors T:TFL NW2:Root (NW2) ~SW:TFL Wood Grain NW2:Root (NW2) LCK2:Requires 2 Lock Cores - Specific Key (Lock Sets Ordered Separately) Tag: Tag TG: C05 Tag L1: C05	703.46	5,627.68
8.00 Each	Staks, Worksurface Height Box/Box/File Pedestal No Riser Support, Use with 30"D Worksurfaces, 15.625"W x 29.875"D x 27.875"H T:TFL NW2:Root (NW2) NW2:Root (NW2) NW2:Root (NW2) LXT:Finished LCK1:Requires 1 Lock Core - Specific Key (Lock Sets Ordered Separately) Parallel:Parallel BKO:Onyx Tag: Tag TG: C05 Tag L1: C05	555.72	4,445.76
8.00 Each	Staks, 72"W x 36"D x 1"H, Rectangular Worksurface T:TFL/HPL-PP Edge ~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2) G1:No Grommet G1:No Grommet A9F:No Cutout Tag: Tag TG: C05 Tag L1: C05	322.18	2,577.44

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8.00 Each	Staks, 47"W x 22"D x 1"H, Rectangular Worksurface T:TFL/HPL-PP Edge ~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2) G3:Center LJ:Black A9F:No Cutout Tag: Tag TG: C05 Tag L1: C05	200.43	1,603.44
10.00 Each	Staks, Worksurface Height File/File Pedestal No Riser Support, Use with 22"D Worksurfaces, 15.625"W x 21.875"D x 27.875"H T:TFL NW2:Root (NW2) NW2:Root (NW2) NW2:Root (NW2) LXT:Finished LCK1:Requires 1 Lock Core - Specific Key (Lock Sets Ordered Separately) Parallel:Parallel BKO:Onyx Tag: Tag TG: C06 Tag L1: C06	476.68	4,766.80
10.00 Each	Staks, 16"W x 22"D x 1"H, Rectangular Worksurface T:TFL/HPL-PP Edge ~W/W:TFL Wood Grain with 2mm PP Edge NW2:Root (NW2) EY:Square NW2:Root (NW2) G1:No Grommet G1:No Grommet A9F:No Cutout Tag: Tag TG: C06 Tag L1: C06	81.17	811.70
11.00 Each	Staks, Storage Tower Double Doors/File/File- 30" x 21.875" x 72" T:TFL NW2:Root (NW2) NW2:Root (NW2) ~TFL:TFL Door(s) NW2:Root (NW2) LCK1:Requires 1 Lock Core - Specific Key (Lock Sets Ordered Separately) Parallel:Parallel BKO:Onyx Tag: Tag TG: C07 Tag L1: C07	1,418.30	15,601.30
5.00 Each	CASEGOODS,LOCK CORE WITH KEY,SILVER,NO 001 Tag: Tag TG: C08 Tag L1: C08	11.89	59.45
5.00 Each	CASEGOODS,LOCK CORE WITH KEY,SILVER,NO 002 Tag: Tag TG: C08	11.89	59.45

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	Tag L1: C08		
1.00 Each	TESSERA,24DX72W,MID-CREDENZA,FOOT,SLIDE DRS,OPEN/DRWR,LAM 92IR:MOSAIC,IRON X:NO GROMMET KS5B:SPECIFY 5 BLACK CORE SEPARATE MW:MIDTOWN 488:FROSTY WHITE MW:MIDTOWN MW:MIDTOWN Tag: Tag TG: C08 Tag L1: C08	1,976.20	1,976.20
1.00 Each	TESSERA,24DX72W,MID-CREDENZA,FOOT,SLIDE DRS,OPEN/DRWR,LAM 92PL:MOSAIC,PLATINUM METALLIC X:NO GROMMET KS5S:SPECIFY 5 SILVER CORE SEPARATE 501:PLATINUM METALLIC 488:FROSTY WHITE 462:CINDER 462:CINDER Tag: Tag TG: C08 Tag L1: C08	1,976.20	1,976.20
16.00 Each	EXHIBIT,48WX48H MARKER BOARD,PORCELAIN Tag: Tag TG: MBMB48 Tag L1: MBMB48	648.62	10,377.92
16.00 Each	EXHIBIT,72W EXTRUSION W/FACEPLATE,SET OF 2 463:IRON Tag: Tag TG: MBMB48 Tag L1: MBMB48	160.72	2,571.52
3.00 Each	700 Series Files Bookcase-36Wx28Hx15"D-1 Adj Shelf /FN:Flannel Tag: Tag TG: MK:CK01 Tag L3: CK01	384.00	1,152.00
1.00 Each	700 Series Files Cabinet-3 Shelves-42Wx18Dx65-9/32"H /CLSC:Classic (inset pull) /FN:Flannel /KS:Key standard /BLL:Black Tag: Tag TG: MK:CS01 Tag L3: CS01	1,051.50	1,051.50
2.00 Each	700 Series Files Cabinet-2 Shelves-36Wx18Dx39-1/4"H /CLSC:Classic (inset pull) /FN:Flannel /KS:Key standard /BLL:Black Tag: Tag TG: MK:CS02 Tag L3: CS02	722.50	1,445.00
10.00 Each	U-Series Lateral File,4D,51-1/2"Hx42"Wx18"D /FN:Flannel /CBW:With counterbalance	1,119.00	11,190.00

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	/KS:Key standard /SCL:Satin Chrome /USP:U-Series pull (standard) Tag: Tag TG: MK:LF01 Tag L3: LF01		
16.00 Each	U-Series Lateral File,5D,63-3/4"Hx42"Wx18"D,Rollout Shelf /FN:Flannel /CBW:With counterbalance /KS:Key standard /SCL:Satin Chrome /USP:U-Series pull (standard) Tag: Tag TG: MK:LF02 Tag L3: LF02	1,332.00	21,312.00
5.00 Each	Impress Ultra Task,Ped Base,Mesh High Bk,4D Arms,Uph St /SLD:Sliding seat -BL:Black /NFR:Compliance to TB 117-2013 GRD1:Fabric Grade 1 1AUPHAVENUE:1A AVENUE /1AMD:MIDNIGHT /S:Hard floor casters /NH:No headrest (standard) -NS:Standard height (17 3/4"-22 1/4") /NF:No memory foam Tag: Tag TG: MK:S01 Tag L3: S01	648.96	3,244.80
15.00 Each	Impress Ultra Task,Ped Base,Mesh Mid Bk,4D T-Arm,Uph St /SLD:Sliding seat -BL:Black /NFR:Compliance to TB 117-2013 GRD1:Fabric Grade 1 1AUPHAVENUE:1A AVENUE /1AMD:MIDNIGHT /S:Hard floor casters -NS:Standard height (17 3/4"-22 1/4") /NF:No memory foam Tag: Tag TG: MK:S02 Tag L1: MK:S02 Tag L3: S01	648.96	9,734.40
14.00 Each	Strive Task Cantilever Arm Chair,Uphol Seat /BL:Black /S:Hard floor casters (black only) /NFR:Compliance to TB 117-2013 GRPP2:Pallas Fabric Group P2 JAUNT:JAUNT /27.306.094.P:SOIREEE -NFR:Compliance to TB 117-2013 /PFN:Flannel Tag: Tag TG: MK:S05 Tag L3: S05	324.45	4,542.30

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32.00 Each	Strive Four-Leg Armless Chair w/Casters,Poly /BL:Black /S:Hard floor casters (black only) /NFR:No Fire Retardant /PFN:Flannel Tag: Tag TG: MK:S06 Tag L3: S06	135.90	4,348.80
32.00 Each	Katera Four Leg Armless Chair with Glides, Poly Seat/Back /NFR:Compliance to TB 117-2013 /PSK:Sky Blue /WG:Warm Grey /GPL:Plastic glides Tag: Tag TG: MK:S07 Tag L3: S07	229.00	7,328.00
3.00 Each	Impress Ultra Stool,Ped Base,4D T-Arm,Uph Seat,Mesh Bk /SLD:Sliding seat -BL:Black /NFR:Compliance to TB 117-2013 GRD1:Fabric Grade 1 1AUPHAVENUE:1A AVENUE /1AMD:MIDNIGHT /S:Hard floor casters /NF:No memory foam Tag: Tag TG: MK:S08 Tag L3: S08	730.08	2,190.24
18.00 Each	Apply Four-Leg Low Back Stool,Wood Laminate Shell /24:24" seat height /BL:Black /SLCC:Cocobala /F:Felt Glides Tag: Tag TG: MK:S09 Tag L3: S09	337.61	6,076.98
12.00 Each	600 Series Industrial Stool,Steel Seat,Adj Ht,25-33"H /BL:Black Tag: Tag TG: MK:S10 Tag L3: S10	84.60	1,015.20
14.00 Each	Impress Ultra Task,Ped Base,Mesh High Bk,4D Arms,Uph St /SLD:Sliding seat -BL:Black /NFR:Compliance to TB 117-2013 GRD1:Fabric Grade 1 1AUPHAVENUE:1A AVENUE /1AMD:MIDNIGHT /C:Carpet casters /NH:No headrest (standard) -NS:Standard height (17 3/4"-22 1/4") /NF:No memory foam Tag: Tag TG: MK:S11 Tag L3: S11	648.96	9,085.44
9.00	Stout,Rectangular 29" Fixed Height Table,30x60",Post-Leg,1" Phenolic Resin	1,489.00	13,401.00

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Each	Worksurface /RBL:Black /NPB:No pegboards /SX:Starlight Silver Metallic /NFT:No footrest /CCC:Casters /MU1:Qty (1) Dean under-surface module /PUBL:Black /15:15' cord length /NB:No book bag hook Tag: Tag TG: MK:T02 Tag L3: T02		
36.00 Each	Rein 22.75x25.25x32.5 Side with Upholstered Back, Single Textile ~VEN:Veneer MNW:Root (MNW) ~MAH:Maharam ~BRIO:Brio - Grade 9 3090156:Atmosphere 002 Tag: Tag TG: S03 Tag L1: S03	616.19	22,182.84
10.00 Each	Flexxy 25x24.5x40-43.75 High Back Swivel with Mesh Back BLX:Black (standard) B4K:Black TT:Black Poly (standard) SQ:Black Partial Hooded Casters (standard) ~OFS:OFS ~TERRA:Terra - Grade 2 3100342:Sapphire Tag: Tag TG: S04 Tag L1: S04	568.89	5,688.90
2.00 Each	ACCESSORIES,9DX15W POWER DATA OASIS,SILVER Tag: Tag TG: T01 Tag L1: T01	1,448.12	2,896.24
3.00 Each	EPIC,24WX28H,PANEL BASE,WITH WIRE ACCESS,LAMINATE FR501:FOOT/RAIL,PLATINUM METALLIC MW:MIDTOWN Tag: Tag TG: T01 Tag L1: T01	779.00	2,337.00
1.00 Each	WAVEWORKS,60DX144W,CONFERENCE TOP,BOAT,HPL VMW:SOFTENED,MIDTOWN CUT-G16LR:CUTOUT-G16,LEFT & RIGHT X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN Tag: Tag TG: T01 Tag L1: T01	3,885.57	3,885.57
2.00 Each	Nineteen20 36" Round Top Table, TFL or HPL top w/2mm PP EDGE or HPL w/ Urethane Edge ~TFL/W/PP:TFL w/ PP EDGE	523.74	1,047.48

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	NW2:Root (NW2) EY:Square NW2:Root (NW2) 6703:Tubular Steel Table Base A2K:Dining (Standard) BKO:Onyx Tag: Tag TG: T03 Tag L1: T03		
5.00 Each	DOCK,26DX28H,BASE FOR 30D TP,BLADE T-LEG,FIXED HT PAIR,GLIDE 461:GRAPHITE 461:GRAPHITE Tag: Tag TG: T04 Tag L1: T04	380.07	1,900.35
5.00 Each	WAVEWORKS,36DX72W,CONFERENCE TOP,RECTANGLE,HPL VMW:SOFTENED,MIDTOWN X:NO GROMMET X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN Tag: Tag TG: T04 Tag L1: T04	991.38	4,956.90
8.00 Each	Nineteen20 72"W x 36"D Rectangular Top Table, TFL or HPL top w/2mm PP EDGE or HPL w/Urethane Edge SQRC:Square Corner ~TFL/W/PP:TFL w/ PP EDGE NW2:Root (NW2) EY:Square NW2:Root (NW2) 6703-220:Tubular Steel Table Base (set of two) A2K:Dining BKO:Onyx Tag: Tag TG: T06 Tag L1: T06	1,136.06	9,088.48
1.00 Each	Applause 72x24 Rectangle Top T:TFL Laminate, or HPL ~TFL:TFL NW2:Root (NW2) EY:Square H5H:Matching Edge Finish ~X9:No Modesty X9:No Modesty X9:No Modesty Edge Finish X9:No Front Cap Finish G1:No Grommet/Power Cutout X9:No Power Cutout X9:No Connector Bracket ASO:Deuce Offset Static Base (set of 2) A4F:Glide (standard) BKO:Onyx BKO:Onyx Tag: Tag TG: T07	491.06	491.06

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	Tag L1: T07		
1.00 Each	Wyre Trapezoid Frame 19x19x22 Round End Table T:3D Laminate X9:No Selection of Option NW3:Root BKO:Onyx Tag: Tag TG: T08 Tag L1: T08	377.11	377.11
1.00 Each	FOOTINGS,24DX62WX28H,Y BASE KIT 463:IRON 463:IRON Tag: Tag TG: T09 Tag L1: T09	496.10	496.10
1.00 Each	DOCK,36DX96W,MEETING TABLE TOP,RECTANGLE,TFL P:1/8" MOLDED VIN X:NO GROMMET MW:MIDTOWN MW:MIDTOWN 0000008459:MODIFIED DEPTH X:NO MODIFIED DEPTH (STANDARD) ***:----- 0000008468:MODIFIED WIDTH X:NO MODIFIED WIDTH (STANDARD) ***:----- Tag: Tag TG: T09 Tag L1: T09	354.65	354.65
8.00 Each	NAVIYD,ADJUSTABLE BASE,STANDARD HEIGHT,T LEG,PAINT 461:GRAPHITE Tag: Tag TG: WK Tag L1: WK	665.68	5,325.44
8.00 Each	Mobio, HD, Dual Desk Mount (Dual USB-A Passthrough), Dual Sliders MAC01:Silver Tag: Tag TG: WK Tag L1: WK	519.60	4,156.80
8.00 Each	NAVIYD,29DX47W,SURFACE,RECTANGULAR,HPL VMW:SOFTENED,MIDTOWN G1C:GROMMET,CENTER STD:STANDARD LAMINATE MW:MIDTOWN Tag: Tag TG: WK Tag L1: WK	275.11	2,200.88
5.00 Each	XSITE,48WX13 3/8H,FRAMELESS GLASS,HI-LO,ETCHED Tag: Tag TG: WK01 Tag L1: WK01	391.20	1,956.00
5.00 Each	XSITE,36WX13 3/8H,FRAMELESS GLASS,ETCHED Tag: Tag TG: WK01 Tag L1: WK01	291.90	1,459.50
2.00 Each	FOOTPRINT,FLAT/BEVEL OVHD GNG BRKT,XSITE/CETRA/TRAXX/IW,PK 4 Tag: Tag TG: WK01	14.40	28.80

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	Tag L1: WK01		
1.00 Each	XSITE,48WX13 3/8H,FRAMELESS GLASS,HI-LO,ETCHED Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	391.20	391.20
1.00 Each	XSITE,36WX13 3/8H,FRAMELESS GLASS,ETCHED Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	291.90	291.90
1.00 Each	FOOTPRINT,FLAT/BEVEL OVHD GNG BRKT,XSITE/CETRA/TRAXX/IW,PK 4 Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	14.40	14.40
5.00 Each	XSITE,36W X 2 HIGH,TILE,MARKER BOARD,METAL 405M:MARKERBOARD DESIGNER WHITE Tag: Tag TG: WK01 Tag L1: WK01	143.10	715.50
1.00 Each	XSITE,36W X 2 HIGH,TILE,MARKER BOARD,METAL 405M:MARKERBOARD DESIGNER WHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	143.10	143.10
5.00 Each	XSITE2019,5 HIGH,ADJUSTABLE WALL-MOUNT CHANNEL STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	49.50	247.50
10.00 Each	XSITE,24W X 5 HIGH,TILE,FABRIC A:GRADE A RAILROADED 10303:CROSSROADS PEWTER Tag: Tag TG: WK01 Tag L1: WK01	65.40	654.00
5.00 Each	XSITE,36W X 4 HIGH,TILE,FABRIC A:GRADE A RAILROADED 10303:CROSSROADS PEWTER Tag: Tag TG: WK01 Tag L1: WK01	78.30	391.50
10.00 Each	XSITE,48W X 4 HIGH,TILE,FABRIC A:GRADE A RAILROADED 10303:CROSSROADS PEWTER Tag: Tag TG: WK01 Tag L1: WK01	103.50	1,035.00
5.00 Each	XSITE,36W X 2 HIGH,TILE,FABRIC A:GRADE A RAILROADED 10303:CROSSROADS PEWTER Tag: Tag TG: WK01 Tag L1: WK01	43.80	219.00
10.00	XSITE2019,24W,PANEL FRAME-MOUNTED TRAXX	14.70	147.00

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Each	STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01		
15.00 Each	XSITE2019,36W,PANEL FRAME-MOUNTED TRAXX STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	20.40	306.00
10.00 Each	XSITE2019,48W,PANEL FRAME-MOUNTED TRAXX STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	26.40	264.00
5.00 Each	FOOTPRINT,GUSSET BRACKET FOR END PANEL STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	14.40	72.00
5.00 Each	FOOTPRINT,12DX27H,SUPPORT PANEL,METAL STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	75.90	379.50
10.00 Each	XSITE,EDGE-SUPPORT BRACKET,ADJUSTABLE 27 3/4 TO 29 STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	10.50	105.00
1.00 Each	XSITE2019,5 HIGH,ADJUSTABLE WALL-MOUNT CHANNEL STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	49.50	49.50
2.00 Each	XSITE,24W X 5 HIGH,TILE,FABRIC A:GRADE A RAILROADED 10303:CROSSROADS PEWTER Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	65.40	130.80
1.00 Each	XSITE,36W X 4 HIGH,TILE,FABRIC A:GRADE A RAILROADED 10303:CROSSROADS PEWTER Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	78.30	78.30
2.00 Each	XSITE,48W X 4 HIGH,TILE,FABRIC A:GRADE A RAILROADED	103.50	207.00

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	10303:CROSSROADS PEWTER Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE		
1.00 Each	XSITE,36W X 2 HIGH,TILE,FABRIC A:GRADE A RAILROADED 10303:CROSSROADS PEWTER Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	43.80	43.80
2.00 Each	XSITE2019,24W,PANEL FRAME-MOUNTED TRAXX STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	14.70	29.40
3.00 Each	XSITE2019,36W,PANEL FRAME-MOUNTED TRAXX STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	20.40	61.20
2.00 Each	XSITE2019,48W,PANEL FRAME-MOUNTED TRAXX STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	26.40	52.80
1.00 Each	FOOTPRINT,GUSSET BRACKET FOR END PANEL STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	14.40	14.40
1.00 Each	FOOTPRINT,12DX27H,SUPPORT PANEL,METAL STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	75.90	75.90
2.00 Each	XSITE,EDGE-SUPPORT BRACKET,ADJUSTABLE 27 3/4 TO 29 STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	10.50	21.00
5.00 Each	XSITE2019,4 HIGH,END TRIM,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC	60.90	304.50

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	461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01		
5.00 Each	XSITE,1 HIGH,HI-LO,PANEL-TO-PANEL,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	33.60	168.00
5.00 Each	XSITE,24W,TOP CAP,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	14.70	73.50
5.00 Each	XSITE,36W,TOP CAP,FRAMELESS GLASS,INSET CHANNEL,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	116.10	580.50
5.00 Each	XSITE,48W,TOP CAP,FRAMELESS GLASS,INSET CHANNEL,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	144.90	724.50
5.00 Each	XSITE2019,36W X 4 HIGH,FRAME,NON-POWERED NP2:2 NON-PUNCHED STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	134.70	673.50
5.00 Each	XSITE2019,48W X 4 HIGH,FRAME,NON-POWERED NP2:2 NON-PUNCHED STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	153.00	765.00
5.00 Each	XSITE2019,24W X 5 HIGH,FRAME,NON-POWERED NP2:2 NON-PUNCHED STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	138.00	690.00
5.00 Each	FOOTPRINT METAL,15DX72WX36H,HIBACK ORGR,RECEDING DOOR,BEVEL KSS:SPECIFY CORE SEPARATELY,SILVER STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE	783.30	3,916.50

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	Tag: Tag TG: WK01 Tag L1: WK01		
5.00 Each	FOOTPRINT,72WX21H,TACKBOARD,METAL STORAGE,HIGHBACK N:NO B:GRADE B 10350:FRENZIED ATLANTIC Tag: Tag TG: WK01 Tag L1: WK01	206.40	1,032.00
1.00 Each	XSITE2019,4 HIGH,END TRIM,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	60.90	60.90
1.00 Each	XSITE,1 HIGH,HI-LO,PANEL-TO-PANEL,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	33.60	33.60
1.00 Each	XSITE,24W,TOP CAP,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	14.70	14.70
1.00 Each	XSITE,36W,TOP CAP,FRAMELESS GLASS,INSET CHANNEL,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	116.10	116.10
1.00 Each	XSITE,48W,TOP CAP,FRAMELESS GLASS,INSET CHANNEL,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	144.90	144.90
1.00 Each	XSITE2019,36W X 4 HIGH,FRAME,NON-POWERED NP2:2 NON-PUNCHED STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	134.70	134.70

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1.00 Each	Tag L2: WK01 SINGLE XSITE2019,48W X 4 HIGH,FRAME,NON-POWERED NP2:2 NON-PUNCHED STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	153.00	153.00
1.00 Each	XSITE2019,24W X 5 HIGH,FRAME,NON-POWERED NP2:2 NON-PUNCHED STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	138.00	138.00
1.00 Each	FOOTPRINT METAL,15DX72WX36H,HIBACK ORGR,RECEDING DOOR,BEVEL KSS:SPECIFY CORE SEPARATELY,SILVER STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	783.30	783.30
1.00 Each	FOOTPRINT,72WX21H,TACKBOARD,METAL STORAGE,HIGHBACK N:NO B:GRADE B 10350:FRENZIED ATLANTIC Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	206.40	206.40
5.00 Each	FOOTPRINT METAL,24DX15WX27H,UNDERSURF,FLOOR,BOX/BOX/FILE E:EXTENDED KSB:SPECIFY CORE SEPARATELY STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01	254.70	1,273.50
1.00 Each	FOOTPRINT METAL,24DX15WX27H,UNDERSURF,FLOOR,BOX/BOX/FILE E:EXTENDED KSB:SPECIFY CORE SEPARATELY STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	254.70	254.70
5.00 Each	XSITE2019,4 HIGH,2-WAY/L CONNECTOR,PAINT/PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE	94.80	474.00

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	Tag: Tag TG: WK01 Tag L1: WK01		
1.00 Each	XSITE2019,4 HIGH,2-WAY/L CONNECTOR,PAINT/PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	94.80	94.80
5.00 Each	FOOTPRINT,24DX72W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR P:1/8" MOLDED VIN STD:STANDARD GROUP 1 MW:MIDTOWN MW:MIDTOWN 485:DARK CHOCOLATE ***:--- ***:--- ***:--- ***:--- ***:--- Tag: Tag TG: WK01 Tag L1: WK01	216.00	1,080.00
1.00 Each	FOOTPRINT,24DX72W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR P:1/8" MOLDED VIN STD:STANDARD GROUP 1 MW:MIDTOWN MW:MIDTOWN 485:DARK CHOCOLATE ***:--- ***:--- ***:--- ***:--- ***:--- Tag: Tag TG: WK01 Tag L1: WK01 Tag L2: WK01 SINGLE	216.00	216.00
1.00 Each	XSITE,36WX13 3/8H,FRAMELESS GLASS,ETCHED Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	291.90	291.90
1.00 Each	FOOTPRINT,FLAT/BEVEL OVHD GNG BRKT,XSITE/CETRA/TRAXX/IW,PK 4 Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	14.40	14.40
1.00 Each	XSITE,36W X 2 HIGH,TILE,MARKER BOARD,METAL 405M:MARKERBOARD DESIGNER WHITE Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	143.10	143.10
1.00 Each	XSITE2019,4 HIGH,ADJUSTABLE WALL-MOUNT CHANNEL	47.40	47.40

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	STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT		
1.00 Each	XSITE,36W X 4 HIGH,TILE,FABRIC A:GRADE A RAILROADED 10303:CROSSROADS PEWTER Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	78.30	78.30
1.00 Each	XSITE,36W X 2 HIGH,TILE,FABRIC A:GRADE A RAILROADED 10303:CROSSROADS PEWTER Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	43.80	43.80
3.00 Each	XSITE2019,36W,PANEL FRAME-MOUNTED TRAXX STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	20.40	61.20
1.00 Each	FOOTPRINT,24DX27H,SUPPORT,FULL END PANEL,METAL STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	123.30	123.30
2.00 Each	FOOTPRINT,GUSSET BRACKET FOR END PANEL STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	14.40	28.80
1.00 Each	FOOTPRINT,12DX27H,SUPPORT PANEL,METAL STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	75.90	75.90
1.00 Each	XSITE2019,4 HIGH,END TRIM,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	60.90	60.90
1.00 Each	XSITE,36W,TOP CAP,FRAMELESS GLASS,INSET CHANNEL,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	116.10	116.10
1.00 Each	XSITE2019,36W X 4 HIGH,FRAME,NON-POWERED NP2:2 NON-PUNCHED STD:STANDARD GROUP 1,NON-METALLIC	134.70	134.70

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	461:GRAPHITE Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT		
1.00 Each	FOOTPRINT METAL,15DX72WX36H,HIBACK ORGR,RECEDING DOOR,BEVEL KSS:SPECIFY CORE SEPARATELY,SILVER STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	783.30	783.30
1.00 Each	FOOTPRINT,72WX21H,TACKBOARD,METAL STORAGE,HIGHBACK N:NO B:GRADE B 10350:FRENZIED ATLANTIC Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	206.40	206.40
1.00 Each	FOOTPRINT METAL,24DX15WX27H,UNDERSURF,FLOOR,BOX/BOX/FILE E:EXTENDED KSB:SPECIFY CORE SEPARATELY STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	254.70	254.70
1.00 Each	FOOTPRINT,24DX72W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR P:1/8" MOLDED VIN STD:STANDARD GROUP 1 MW:MIDTOWN MW:MIDTOWN 485:DARK CHOCOLATE ***:--- ***:--- ***:--- ***:--- ***:--- Tag: Tag TG: WK01 ALT Tag L1: WK01 ALT	216.00	216.00
1.00 Each	XSITE,36WX13 3/8H,FRAMELESS GLASS,ETCHED Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	291.90	291.90
1.00 Each	FOOTPRINT,FLAT/BEVEL OVHD GNG BRKT,XSITE/CETRA/TRAXX/IW,PK 4 Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	14.40	14.40
1.00 Each	XSITE,36W X 2 HIGH,TILE,MARKER BOARD,METAL 405M:MARKERBOARD DESIGNER WHITE Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	143.10	143.10
1.00 Each	XSITE2019,4 HIGH,ADJUSTABLE WALL-MOUNT CHANNEL STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK02 ALT	47.40	47.40

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	Tag L1: WK02 ALT		
1.00 Each	XSITE,36W X 4 HIGH,TILE,FABRIC A:GRADE A RAILROADED 10303:CROSSROADS PEWTER Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	78.30	78.30
1.00 Each	XSITE,36W X 2 HIGH,TILE,FABRIC A:GRADE A RAILROADED 10303:CROSSROADS PEWTER Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	43.80	43.80
3.00 Each	XSITE2019,36W,PANEL FRAME-MOUNTED TRAXX STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	20.40	61.20
1.00 Each	FOOTPRINT,24DX27H,SUPPORT,FULL END PANEL,METAL STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	123.30	123.30
2.00 Each	FOOTPRINT,GUSSET BRACKET FOR END PANEL STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	14.40	28.80
1.00 Each	FOOTPRINT,12DX27H,SUPPORT PANEL,METAL STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	75.90	75.90
1.00 Each	XSITE2019,4 HIGH,END TRIM,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	60.90	60.90
1.00 Each	XSITE,36W,TOP CAP,FRAMELESS GLASS,INSET CHANNEL,PAINT F:FLAT STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	116.10	116.10
1.00 Each	XSITE2019,36W X 4 HIGH,FRAME,NON-POWERED NP2:2 NON-PUNCHED STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	134.70	134.70

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1.00 Each	FOOTPRINT METAL,15DX72WX36H,HIBACK ORGR,RECEDING DOOR,BEVEL KSS:SPECIFY CORE SEPARATELY,SILVER STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	783.30	783.30
1.00 Each	FOOTPRINT,72WX21H,TACKBOARD,METAL STORAGE,HIGHBACK N:NO B:GRADE B 10350:FRENZIED ATLANTIC Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	206.40	206.40
1.00 Each	FOOTPRINT METAL,24DX15WX27H,UNDERSURF,FLOOR,BOX/BOX/FILE E:EXTENDED KSB:SPECIFY CORE SEPARATELY STD:STANDARD GROUP 1,NON-METALLIC 461:GRAPHITE Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	254.70	254.70
1.00 Each	FOOTPRINT,24DX72W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR P:1/8" MOLDED VIN STD:STANDARD GROUP 1 MW:MIDTOWN MW:MIDTOWN 485:DARK CHOCOLATE ***:--- ***:--- ***:--- ***:--- ***:--- Tag: Tag TG: WK02 ALT Tag L1: WK02 ALT	216.00	216.00
1.00 Each	EATON FREIGHT Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R Tag L2: WK03L + WK03R Tag L3: WK03L + WK03R	2,560.65	2,560.65
2.00 Each	Box/Box/File Mobile Pedestal Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	437.45	874.90
2.00 Each	FPD Arm-SW Hght Adj Single FPD Black, Centris Head, Extreme Tilt Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	349.02	698.04
2.00 Each	24" Access panel for Villa Power Module Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	242.55	485.10
2.00	Villa Power Base With 2 Power, 2 Usb 2.1 Amp Charging Ports, 2 Rj45 Cat 6 Data,	229.67	459.34

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Each	72" Cord Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R		
2.00 Each	48x48 Dual Lift, 90 Core Only Steel:Metal Gray Laminate:White Matrix (NuGrey Trim) Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	7,597.37	15,194.74
2.00 Each	DPF4T Control Pad Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	151.59	303.18
1.00 Each	Fab Core Skin Kit 48x48-90 Steel:Metal Gray Fabric:Lido Balboa Balboa:Standard Color Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	1,424.98	1,424.98
1.00 Each	Fab Core Skin Kit 48x48-90 Steel:Metal Gray Fabric:Lido Balboa Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	1,424.98	1,424.98
4.00 Each	28" Extension Pole Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	77.62	310.48
4.00 Each	Pole Mount, Articulating Dual Swing Arm And 26" Array Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	755.80	3,023.20
4.00 Each	Fpd Array Handle Steel:Black Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	206.72	826.88
1.00 Each	36" Core, Double Sided Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	500.06	500.06
1.00 Each	48" Core, Double Sided Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	667.18	667.18
2.00 Each	48" Core, Single Sided Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	752.03	1,504.06
1.00 Each	36X16 Display Wall Ds Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	916.57	916.57

Proposal



Commercial Design Services
2405 Lucien Way Ste 250
Maitland, FL 32751
Phone: 407.774.4832
commercialdesignservices.com

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1.00 Each	48x16 Modular Wall DS Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	524.50	524.50
2.00 Each	48x16 Modular Wall SS Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	620.90	1,241.80
1.00 Each	180D Conn ERGO Tier 1 (16) Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	500.06	500.06
8.00 Each	24x16 Fabric Insert (user fac) Fabric:Lido Balboa Balboa:Standard Color Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	363.83	2,910.64
1.00 Each	36" Wide Wall Top Trim, Ds Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	168.41	168.41
1.00 Each	48" Wide Wall Top Trim, DS Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	185.11	185.11
2.00 Each	48" Wide Wall Top Trim, SS Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	194.91	389.82
1.00 Each	Cpu Docker Left Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	1,165.97	1,165.97
1.00 Each	Cpu Docker Left Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	1,165.97	1,165.97
1.00 Each	30"D Cantilever Top Support Rh Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	97.70	97.70
1.00 Each	30"D Cantilever Top Support Lh Steel:Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	121.28	121.28
2.00 Each	20" Wide Core Skin Steel:Metal Gray Tag: Tag TG: WK03L + WK03R	151.70	303.40

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	Tag L1: WK03L + WK03R		
3.00 Each	Vertical End Trim T1 (16) Steel: Metal Gray Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	129.94	389.82
2.00 Each	36X30 Bullnose Worksurface Steel: Metal Gray Laminate: White Matrix (NuGrey Trim) Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	417.78	835.56
4.00 Each	Ba, 120V, 15A, (8) 5-15R, 5-15P, 10' Cord, 24" L Tag: Tag TG: WK03L + WK03R Tag L1: WK03L + WK03R	346.50	1,386.00
1.00 Each	Receive, Deliver, and Install during Normal Business Hours Tag: Tag TG: X Install Tag L1: X Install	35,407.64	35,407.64
1.00 Each	Set of 1 lock and key. NICKEL: Nickel ALIKE: Alike 100:100 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
1.00 Each	Set of 2 locks and keys. (pack of 2) NICKEL: Nickel ALIKE: Alike 115:115 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
1.00 Each	Set of 4 locks and keys. (pack of 4) NICKEL: Nickel ALIKE: Alike 110:110 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
1.00 Each	Set of 4 locks and keys. (pack of 4) NICKEL: Nickel ALIKE: Alike 111:111 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
1.00 Each	Set of 4 locks and keys. (pack of 4) NICKEL: Nickel ALIKE: Alike 112:112 Standard 1:1	0.00	0.00

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	Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS		
1.00 Each	Set of 4 locks and keys. (pack of 4) NICKEL:Nickel ALIKE:Alike 113:113 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
1.00 Each	Set of 4 locks and keys. (pack of 4) NICKEL:Nickel ALIKE:Alike 114:114 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
1.00 Each	Set of 5 locks and keys. (pack of 5) NICKEL:Nickel ALIKE:Alike 101:101 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
1.00 Each	Set of 5 locks and keys. (pack of 5) NICKEL:Nickel ALIKE:Alike 102:102 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
1.00 Each	Set of 5 locks and keys. (pack of 5) NICKEL:Nickel ALIKE:Alike 103:103 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
1.00 Each	Set of 5 locks and keys. (pack of 5) NICKEL:Nickel ALIKE:Alike 104:104 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
1.00 Each	Set of 5 locks and keys. (pack of 5) NICKEL:Nickel ALIKE:Alike 105:105 Standard 1:1	0.00	0.00

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	Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS		
1.00 Each	Set of 5 locks and keys. (pack of 5) NICKEL:Nickel ALIKE:Alike 106:106 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
1.00 Each	Set of 5 locks and keys. (pack of 5) NICKEL:Nickel ALIKE:Alike 107:107 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
1.00 Each	Set of 5 locks and keys. (pack of 5) NICKEL:Nickel ALIKE:Alike 108:108 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
1.00 Each	Set of 5 locks and keys. (pack of 5) NICKEL:Nickel ALIKE:Alike 109:109 Standard 1:1 Tag: Tag TG: x PRIV OFC KEYS Tag L1: x PRIV OFC KEYS	0.00	0.00
3.00 Each	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #001 Tag: Tag TG: x WK KEYS Tag L1: x WK KEYS	11.89	35.67
3.00 Each	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #002 Tag: Tag TG: x WK KEYS Tag L1: x WK KEYS	11.89	35.67
3.00 Each	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #003 Tag: Tag TG: x WK KEYS Tag L1: x WK KEYS	11.89	35.67
3.00 Each	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #004 Tag: Tag TG: x WK KEYS Tag L1: x WK KEYS	11.89	35.67
3.00 Each	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #005 Tag: Tag TG: x WK KEYS Tag L1: x WK KEYS	11.89	35.67
3.00 Each	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #006 Tag: Tag TG: x WK KEYS Tag L1: x WK KEYS	11.89	35.67

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3.00 Each	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #007 Tag: Tag TG: x WK KEYS Tag L1: x WK KEYS	11.89	35.67
3.00 Each	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #008 Tag: Tag TG: x WK KEYS Tag L1: x WK KEYS	11.89	35.67
2.00 Each	8' Rectangular Recycled Plastic Picnic Table :NAVY :MAHOGANY :MAHOGANY :NAVY :NAVY Tag: Tag TG: T10 Tag L1: T10 Tag L2: T10 Tag L3: T10	2,801.40	5,602.80
1.00 Each	Freight Tag: Tag TG: T10 Tag L1: T10 Tag L2: T10 Tag L3: T10	1,711.26	1,711.26

Order Sub-Total : \$377,647.58

TOTAL ORDER : \$377,647.58

Required Deposit 50.00% : \$188,823.79

By signing this document the purchaser agrees to CDS' Terms & Conditions that follow

Signature: _____ **Name:** _____ **Date:** _____

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Uniform Conditions of Sale

1. PRICE:

All prices quoted are firm for up to 30 days from the date of this proposal, unless otherwise noted.

2. ORDERS:

It is understood and agreed that an order cannot be cancelled except by mutual consent in writing. A restocking charge of 30% will be imposed for all approved cancellations. Orders cannot be cancelled after factory production has begun.

3. TAX:

All orders will be subject to applicable sales tax. Purchaser's exempt from such tax must furnish certificates of exemption in a form acceptable to CDS and the State of Florida. Unless such certificates are received; CDS will include all such tax on invoices, and the Customer/Purchaser shall pay the same.

4. FREIGHT:

Unless freight is specifically included, all freight charges will be added to final invoice and paid by the Customer/Purchaser.

5. DELIVERY:

In the event that a delivery/installation is provided as a part of the sale, the following provisions shall apply:

A) JOBSITE:

The job shall be clear and free of debris prior to installation. Site preparation performed by CDS employees, including but not limited to clearing debris or moving of Purchaser's furniture, shall be charged to the Purchaser at CDS' normal hourly rate.

B) JOBSITE SERVICES:

Electric current, heat/air conditioning, elevator and/or hoisting service will be furnished without charge to CDS. Adequate facilities for offloading, staging, moving and handling of goods shall be provided by purchaser.

C) DELIVERY HOURS:

Prices are based on the installation being made during the normal eight hour, five day week, Monday thru Friday. If delivery and/or installation is required at a time other than this, it will be done at a quoted rate and Purchaser shall reimburse CDS for additional costs.

D) HANDLING:

If double handling becomes necessary, the Customer/Purchaser will be charged at CDS' normal hourly rate, plus any reconsignment charges from freight companies, plus storage.

E) RISK OF LOSS:

Upon delivery of goods by CDS to Purchaser, all risk of loss or shall pass to the Purchaser, including, but not limited to any loss or damage by site conditions; other trades, fire or other elements; and Purchaser agrees to hold harmless CDS from loss for such reasons.

6. DELIVERY DELAYS:

A) If premises of Purchaser are not ready for installation and/or delivery, the Purchaser agrees to pay for ninety percent (90%) of the value of the delivered goods in storage and ready for installation and/or delivery within 10 days of receipt of goods by CDS.

B) Storage: If premises are not ready for installation and/or delivery within 30 days after receipt of goods by CDS, the Purchaser agrees to pay a monthly storage and handling fee to CDS based on sq. ft.

C) CDS continually expedites orders and will attempt to obtain the commitment of the manufacturer to meet the delivery schedule requirements, but can be held in no way responsible for delayed deliveries. Orders once entered cannot be cancelled due to delayed

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delivery unless manufacturers will accept cancellation from CDS.

7. DEPOSITS:

All orders will require a minimum 50% deposit which shall be retained by CDS until shipment, delivery and installation of entire order are complete. Deposit amounts will be deducted from the final invoice. No proration of any deposit will be made on partial delivery or installation.

8. ACCEPTANCE:

All goods shall be considered accepted after the purchaser or his agent has signed the delivery ticket. All claims or exceptions must be made in writing on the delivery ticket.

9. LIMITED LIABILITY:

The goods and services incidental to their sale described in this proposal are sold subject only to such warranties as are made by the manufacturers' of the goods. CDS will cooperate with purchaser in obtaining adjustments from manufacturers' for a breach of any such manufacturers warranty. However, CDS neither guarantees nor warrants that the manufacturer will comply with the terms of its warranty, and CDS does not adopt, guarantee or warrant that the manufacturer will comply with its obligations. CDS shall not be liable for defects in or loss of the goods sold, or caused by the goods sold.

Purchaser agrees to indemnify and hold harmless CDS and its agents and employees of and from any claims for damage or injury caused by the goods after delivery to purchaser.

10. TITLE AND OWNERSHIP:

All goods shall remain the property of CDS until all goods described in this purchase order have been paid for in full. Upon non-payment, CDS shall have the right, at its election, to recover possession of such goods, and in the event, Purchaser authorizes CDS to promptly enter upon its premises and to repossess and remove such goods at the expense of Purchaser.

11. TRADE/MANUFACTURE STANDARDS

All goods shall be subject to reasonable variation from standard in color, quantity, finish, and variations by the trade customs of the industry.

12. ADDITIONAL TERMS:

Purchaser acknowledges that once signed and accepted by both parties this proposal/order and performance hereunder, shall be deemed valid. Purchaser shall be liable for any part of the goods described in the proposal/order and any invoice submitted hereunder when delivered, and payment shall be due upon the terms and conditions hereof and any invoice submitted hereunder. Purchaser shall pay the monies due hereunder and all invoices submitted hereunder in accordance with their terms, and shall not be entitled to any set-off or to withhold any payment or purchase thereof. CDS' standard payment terms are NET upon delivery. All invoices not paid within our standard payment term will be charged 1 1/2% interest per month.



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

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of the Fourth, Fifth, Sixth, and Seventh Extensions of Resolution 2024-40, Local State of Emergency Related to Hurricane Milton

Introduction:

This is a request for Council to ratify the fourth, fifth, sixth, and seventh extensions of Resolution 2024-40, State of Emergency Related to Hurricane Milton.

Discussion:

Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community.

On October 7, 2024, at 10:00 a.m., in preparation for the arrival of Hurricane Milton, an emergency meeting of the Mount Dora City Council was held, and City Council adopted Resolution 2024-40, Local State of Emergency Related to Hurricane Milton.

Chapter 252, *Florida Statutes*, and Resolution 2024-40 permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable. To ensure the health, safety, and welfare of the community, its residents and public facilities, the City of Mount Dora extended the local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration.

Due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities, the local state of emergency was further extended for all territory within the legal boundaries of the City of Mount Dora for additional 7-day durations, up to and including December 2, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

City Council Extension to State of Emergency Approval History:

Extension	Date Adopted	Date Ratified	Extension Expires
1st	10/14/24	11/04/24	10/21/24
2nd	10/21/24	11/04/24	10/28/24
3rd	10/28/24	11/04/24	11/05/24
4th	11/04/24	11/04/24	11/11/24
5th	11/11/24	12/03/24	11/18/24
6th	11/18/24	12/03/24	11/25/24
7th	11/25/24	12/03/24	12/02/24

Budget Impact:

In the event any expenses are incurred as a result of Hurricane Milton, a budget amendment will be presented to City Council as potential reimbursements are received, indicating the fund accounts to be adjusted as a result of emergency expenses.

Strategic Impact:

Public safety.

Recommendation:

Staff requests Council ratify the fourth, fifth, sixth, and seventh extensions of Resolution 2024-40.

Attachment(s):

1. Reso No. 2024-40 (with Extensions) State of Emergency Related to Tropical Storm-Hurricane Milton

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 - 11/19/2024
Approved - 11/19/2024
Approved - 11/22/2024
Approved - 11/22/2024
Final Approval - 11/25/2024

EMERGENCY RESOLUTION NO. 2024-40

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LOCAL STATE OF EMERGENCY STEMMING FROM TROPICAL STORM MILTON; PROVIDING THE MAYOR AND THE CITY MANAGER WITH EMERGENCY POWERS, INCLUDING BUT NOT LIMITED TO, THOSE PURSUANT TO CHAPTER 252, FLORIDA STATUTES, THE CITY CHARTER, AND CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE DECLARATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR THE INAPPLICABILITY OF EMERGENCY EVENT RESPONSE PAY; PROVIDING FOR THE DURATION OF THE LOCAL STATE OF EMERGENCY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 5, 2024, Governor Ron DeSantis issued Executive Order 24-214, declaring a state of emergency for a number of counties across the State of Florida, including Lake County, due to the dangers presented by Tropical Storm Milton; and

WHEREAS, the forecast indicates that this system will become a large and powerful hurricane before landfall, and there is a significant threat of life-threatening storm surge and damaging wind gusts for the Florida Gulf Coast; and

WHEREAS, due to the system's size, the accompanying storm surge, wind, and rainfall impacts will extend across the Florida peninsula, and the faster forward approach of this system will likely result in farther inland penetration of strong winds and heavy rains even after landfall; and

WHEREAS, rainfall between four to twelve inches of rain is expected across the Florida peninsula, which is still saturated from the effects of Hurricane Helene, and which will likely lead to flash and riverine flooding, power outages, downed trees, and other impacts threatening the health, safety and welfare of the public, as well as damage to the operational ability of critical public infrastructure, such as roadways, electric, water, and wastewater public utilities; and

WHEREAS, because of the forgoing conditions, which are projected to constitute a major disaster, on October 5, 2024, Governor DeSantis issued Executive Order 24-214; and

WHEREAS, Section 252.38, *Florida Statutes*, declares it the innate responsibility of local government to safeguard the life and property of its citizens; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides authority for political subdivisions to declare a state of local emergency and to waive the procedures and formalities, otherwise required of political subdivisions, in order to take whatever action is necessary to ensure the health, safety and welfare of the community; and

WHEREAS, Section 252.34, *Florida Statutes*, defines “emergency” as any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property; and

WHEREAS, there is a the potential for damage to critical City infrastructure, including public buildings, communication systems, streets, roads, facilities, utilities, and to commercial and residential buildings city-wide; and

WHEREAS, the City of Mount Dora should take timely precautions to protect public and private property and members of the public from the potential effects of Tropical Storm Milton; and

WHEREAS, the City of Mount Dora has determined that it is in the best interest of its employees, citizens and visitors to declare a local state of emergency and indicate the parameters related to the same.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Declaring a Local State of Emergency. A state of local emergency exists, stemming from Tropical Storm Milton, which poses a threat to the State of Florida, as declared by Governor DeSantis, including Lake County. To the extent necessary under the circumstances and as the status of Tropical Storm Milton changes, certain procedures and formalities otherwise required of the City may be waived, as collectively determined by the Mayor, the City Manager and the City Attorney, to ensure that the City can continue providing day to day operations with as little disruption as possible. Pursuant to Article IV, Section 18 of the City Charter, the Mayor has the authority to take necessary actions in emergency situations which shall extend until the next meeting of the City Council. The procedures and formalities which may be waived are set forth in Section 252.38(3)(a)(5), *Florida Statutes* and include but are not limited to:

- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the public;
- b. entering into contracts;
- c. incurring obligations;

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Resolution 2024-40

- d. employment of permanent and temporary workers;
- e. utilization of volunteer workers;
- f. rental of equipment;
- g. acquisition and distribution, with or without compensation, of supplies, materials and facilities;
- h. appropriation of expenditure of public funds;
- i. temporary modifications to working environment and procedures.

SECTION 3. Emergency Event Response Pay Not Applicable. For the duration of the state of emergency, as declared hereby, there shall not be a suspension of the day to day operations of the City; thus, emergency event response pay, as set forth in Section 6.12 B, of the City of Mount Dora Employment Policy, shall not be applicable unless otherwise deemed necessary by the City Council.

SECTION 4. Establishment and Enforcement of Curfew. The Mayor and City Manager are hereby authorized to establish and enforce a curfew within the incorporated areas of the City of Mount Dora, Florida, if deemed necessary and appropriate during the local state of emergency declared by this Resolution and are further authorized to modify and terminate that curfew to the extent necessary under the circumstances and as the status of Tropical Storm Milton changes. Said emergency powers of the Mayor shall not limit the Mayor's authority to act in emergency situations under Article IV, Section 18 of the City of Mount Dora's Charter until the next meeting of the City Council.

SECTION 5. Duration of Local State of Emergency. This declared state of local emergency shall remain in full force and effect from the date of adoption of this Resolution, and shall automatically expire seven (7) days after adoption but may be extended by a majority vote of the City Council, as necessary, in seven (7) day increments for a total duration of not more than forty-two (42) days. In addition, should a quorum of the City Council not be reasonably possible, the Mayor or the City Manager or his designee may execute any such extensions of this Resolution, which may be ratified at the next meeting of the City Council.

SECTION 6. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution, including, in the absence of a quorum of the city Council, the execution of any extensions 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 7. Savings Clause. All prior actions of the City of Mount Dora pertaining to the state of local emergency related to Tropical Storm Milton, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 8. 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 9. Conflicts. All Resolutions or parts of Resolutions 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 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 11. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 7th day of October, 2024.



CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:



Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:



Patrick Brackins
City Attorney

FIRST EXTENSION OF Resolution 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

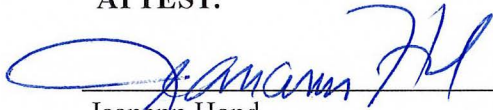
NOW THEREFORE, BE IT RESOLVED that effective October 14, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including October 21, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on October 14, 2024.



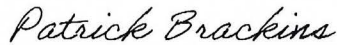
CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:



Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:



Patrick Brackins, City Attorney

SECOND EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

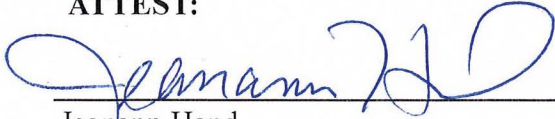
NOW THEREFORE, BE IT RESOLVED that effective October 21, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including October 28, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on October 21, 2024.



CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:



Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:



Patrick Brackins, City Attorney

THIRD EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

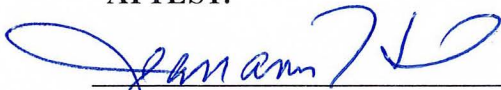
NOW THEREFORE, BE IT RESOLVED that effective October 28, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including November 5, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on October 28, 2024.



CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:



Jeannan Hand
City Clerk

Approved as to form and legal sufficiency:



Patrick Brackins, City Attorney

FOURTH EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

WHEREAS, on October 28, 2024, the City extended the declared local state of emergency until November 1, 2024; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

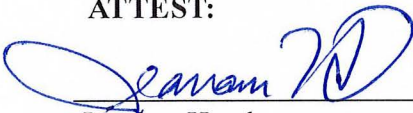
NOW THEREFORE, BE IT RESOLVED that effective November 4, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including November 11, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on November 4, 2024.



CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:



Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:



Patrick Brackins, City Attorney

FIFTH EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

WHEREAS, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

WHEREAS, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

NOW THEREFORE, BE IT RESOLVED that effective November 11, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and

including November 18, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

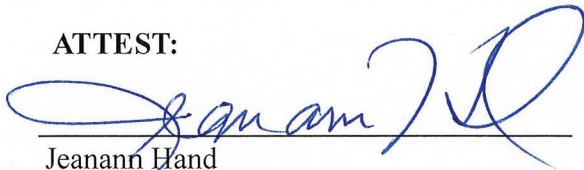
Adopted by the City of Mount Dora on November 11, 2024.



Vince Sandersfeld

City Manager of the City of Mount Dora, Florida

ATTEST:



Jeanann Hand

City Clerk

Approved as to form and legal sufficiency:



Patrick Brackins, City Attorney

SIXTH EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

WHEREAS, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

WHEREAS, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

WHEREAS, on November 11, 2024, the City extended the declared local state of emergency until November 18, 2024; and

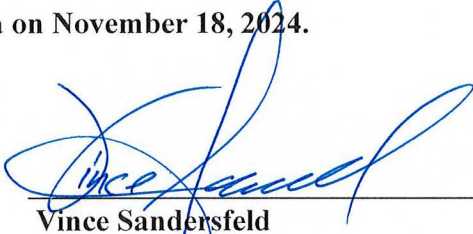
WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

NOW THEREFORE, BE IT RESOLVED that effective November 18, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including November 25, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on November 18, 2024.



Vince Sandersfeld
City Manager of the City of Mount Dora, Florida

ATTEST:



Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins

Patrick Brackins, City Attorney

SEVENTH EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

WHEREAS, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

WHEREAS, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

WHEREAS, on November 11, 2024, the City extended the declared local state of emergency until November 18, 2024; and

WHEREAS, on November 18, 2024, the City extended the declared local state of emergency until November 25, 2024; and

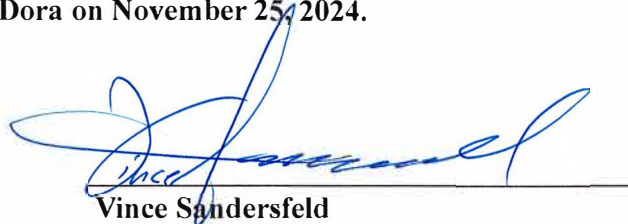
WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

NOW THEREFORE, BE IT RESOLVED that effective November 25, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including December 2, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on November 25, 2024.



Vince Sandersfeld
City Manager of the City of Mount Dora, Florida

ATTEST:



Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins

Patrick Brackins, City Attorney



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

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Issuance of a Purchase Order to Lewis Tree Service, Inc. for Utility Tree Trimming and Vegetation Management Services

Introduction:

This is a request for City Council to approve the issuance of a purchase order to Lewis Tree Service under the master services agreement with Florida Municipal Power Agency (FMPA) related to Utility Tree Trimming and Vegetation Management Services.

Discussion:

A vegetation management program is critical to the reliability and safety of the electric system. The City Electric Utility has historically utilized a qualified contractor to perform these services, maintaining 44 miles of distribution lines, on a two-year trim cycle. This contractor focuses on clearing vegetation that could adversely affect the reliability of the City's electric distribution system while ensuring National Electric Safety Code clearances. This management plan has successfully enabled the City to report a fully compliant program to the Florida Public Service Commission as part of the FL Storm Hardening Rule 25-6.03043 FAC since 2006.

The City of Mount Dora is a member of the Florida Municipal Power Agency (FMPA), a municipal electric joint action agency formed according to section 163.01, and exercises powers pursuant to section 163.01 and Chapter 361 part II, Florida Statutes, and is considered an intergovernmental cooperative. FMPA issued a competitive solicitation for Utility Tree Trimming and Vegetation management. In response, FMPA received proposals from 3 bidders with awards to ABC Professional Tree Service of Webster, Texas; Kendall Vegetation Services of Lawrenceville, GA; and Lewis Tree Service of West Henrietta, NY.

FMPA approved a Master Services Agreement on October 1, 2020, to October 1, 2025, with Lewis Tree Service Inc. FMPA addendum #1, dated October 19, 2023, added the City as a participating member to the solicitation. Lewis Tree Service Inc. is a company offering to perform these services more fully outlined in the Master Services Agreement and Schedule A. The City of Mount Dora Electric Utilities Department utilized Lewis Tree under the Master Services Agreement last year with excellent results and would like to continue. Therefore, it is

recommended to issue a purchase order in the amount of \$245,000 to Lewis Tree Service Inc. under the Master Services Agreement with FMPA.

Budget Impact:

The expected cost for this budget year will be \$245,000. This is part of the 2024-2025 operating budget.

Strategic Impact:

Reliability and Safety - Maintain reliable and safe electric service to City customers by pruning trees around power lines.

Recommendation:

City Council approve the issuance of a purchase order to Lewis Tree Service Inc. in the amount of \$245,000 under the master services agreement with FMPA related to Utility Tree Trimming and Vegetation Management Services.

Attachment(s):

1. Attachment #1.a_Tree-Trimming-Vegetation-Management-Bid-Award
2. Attachment #2.b_Tree-Trimming-Vegetation-Management-RFP
3. Attachment #3.d_Mount Dora Vegetation Management Specification
4. Attachment #4.c_Lewis Tree-FMPA Agreement - Full Packet (2)

Prepared by: Stephanie Gervais, Administrative Coordinator-Public Works

Reviewed by: Steve Langley, Assistant City Manager-Electric Utility Director

Matthew Dodson, Budget Officer

Rita Meade, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/19/2024

Approved - 11/19/2024

Approved - 11/19/2024

Approved - 11/26/2024

Approved - 11/26/2024

Final Approval - 11/26/2024

ATTACHMENT #1



Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

To: FMPA Members

From: Sharon Samuels 

Date: September 30, 2020

Re: Award of the Utility Tree Trimming and Vegetation Management Services
RFP# 2020-036

The members participating in the Utility Tree Trimming and Vegetation Management Services RFP have reviewed the bid submittals. These bids were received in response to the FMPA RFP# 2020-036.

FMPA received bids from ABC Professional Tree Services of Webster, TX; Kendall Vegetation Services of Lawrenceville, GA; and Lewis Tree Service of Henrietta, NY.

Pursuant to Section 29, Reserved Rights of the RFP document, the recommended award is for three (3) bidders: ABC Professional Tree Services; Kendall Vegetation Services, Inc.; and Lewis Tree Service.

These awarded bidders will extend the bid prices and terms to other FMPA Members as stated in our RFP document. This bid award is effective October 1, 2020 through October 31, 2025; at that time the award may be extended by mutual consent.

Below is the contact information for the awarded bidders:

ABC Professional Tree Serv.	Kendall Vegetation Services	Lewis Tree Service
201 Flint Ridge Rd., Ste. 201	P.O. Box 831	300 Lucius Gordon Dr.
Webster, TX 77598	Lawrenceville, GA 30046	West Henrietta, NY 14586
P: 713-644-8808	P: 770-963-6017	P: 941-662-7391

If you have any questions or concerns, please feel free to contact me.

cc: Bidders



JOINT PURCHASE PROJECT

REQUEST FOR PROPOSALS

FOR

UTILITY TREE TRIMMING

&

VEGETATION MANAGEMENT

SERVICES

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
(407) 355-7767
www.fmpa.com

ATTACHMENT #2



FLORIDA MUNICIPAL POWER AGENCY

**REQUEST FOR PROPOSALS
FOR
UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES**

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Technical Specification & Deliverables	21
Bid Forms	BF -1
Compliance Forms	AOC- 1
Proposer Information Form	AOC- 2
Draft MSA Agreement	MSA - 1
Statement of No Proposal	SONB-1

ATTACHMENT #2

REQUEST FOR PROPOSALS

(This is not an order)

R
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N

Florida Municipal Power Agency
TO: 8553 Commodity Circle
Orlando, Florida 32819
Attn: Sharon Samuels

RFP FMPA 2020-036

Date Issued: August 19, 2020

Telephone: (407) 355-7767

NOTICE: Because purchases pursuant to this RFP may qualify for Federal Emergency Management Agency ("FEMA") financial assistance, this Request for Proposal and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT 1:30 P.M. ON SEPTEMBER 15, 2020, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Proposals shall be submitted on the forms provided and must be manually signed.
- Proposals shall be sealed in an envelope with the proposal number, opening date, and time clearly indicated.
- Proposals received after the opening date and time may be rejected and returned unopened.
- The attached Invitation shall become part of any purchase order resulting from this Request for Proposal.

DESCRIPTION

AUGUST 2020

**Florida Municipal Power Agency
JOINT PURCHASE PROJECT**

Proposals for UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES

See attached Request for Proposals, General Conditions, Specifications, and Proposal Forms for detailed description.

It is the intent and purpose of the Florida Municipal Power Agency that this Request for Proposal promotes competitive bidding. It shall be the proposer's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the proposal opening date.

ATTACHMENT #2

ADVERTISEMENT

Proposal For

August 2020

FLORIDA MUNICIPAL POWER AGENCY

PROPOSALS FOR UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES

REQUEST FOR PROPOSALS

FMPA 2020-036

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 1:30 p.m., September 15, 2020, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for Utility Tree Trimming and Vegetation Management Services as more fully described in the Request for Proposals package.

RFP packages for this project may be obtained from FMPA at the above address, by telephone (407) 355-7767, via e-mail request to bidinfo@fmpa.com, or via Internet download at www.fmpa.com.

No proposal may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of proposals. Proposals received after the day and time stated above may not be considered.

Proposals will be accepted for Utility Tree Trimming and Vegetation Management Services from companies who have established, through demonstrated expertise and experience that they are qualified to provide the services as specified.

The Florida Municipal Power Agency reserves the right to reject any and all proposals in total or in part and to waive defects in proposals.

Jacob Williams
General Manager
Florida Municipal Power Agency

ATTACHMENT #2

FLORIDA MUNICIPAL POWER AGENCY Request for Proposals for Utility Tree Trimming and Vegetation Management Services

1. Introduction - FMPA Description

The Florida Municipal Power Agency (FMPA) was formed in 1978 for the purpose of providing a means for its members to benefit from a joint association of fellow municipally-owned utilities, including joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

In July of 1994 by action of its Board of Directors FMPA created a Project for the joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

Those FMPA members desiring to share in the benefits of joint purchasing of services, materials, supplies and equipment are a Participating Member of the Project.

FMPA's role, on behalf of FMPA Members is to administer the Project for the selection, bidding, and awarding of services, materials, supplies, and equipment utilized by the Project Participating Member and for the Project Participating Member to secure services, materials, supplies, and equipment through this Project, thus enjoying the benefits resulting from bulk purchasing.

2. General Description of Services Sought

FMPA is seeking to select one or more entities to provide delivery of Utility Tree Trimming and Vegetation Management Services from qualified vendors with a minimum of three-years experience working in proximity of energized 7,200, 12,470, 13,200, 13,800, and 22,860 phase distribution systems and high voltage transmission systems 69kV and 138kV.

Services shall include the performance of all vegetation management services required by Participants including initial clearing, emergency tree cutting, maintenance, chemical treatment, mowing, right of way clearing, dead/disease tree removals, tree removal and replacement, non-electric trimming, and maintenance of transmission and distribution areas. The successful bidder will provide the minimum clearance, as required by the National Electric Safety Code (NESC) and IEEE for tree limbs, vines, or brush, surrounding all communications and electrical cables on the distribution circuit and transmission towers.

The successful bidder will be required to obtain this clearance through industry standards of good workmanship procedures of trimming and/or cutting limbs, and if necessary removing trees. The successful bidder will also be required to work in locations inaccessible by trucks. Therefore, personnel should be capable of climbing trees to perform trimming and/or cutting. The crews will be required to trim trees within services territories from the Florida panhandle to Key West (from Key West to Sunshine Key-Miles Marker 0 through Mile Marker 42).

The term of this agreement shall be for five (5) years, followed by up to two (2) one-year extension periods by mutual consent. Prices as stated herein will be firm for the first three years of the agreement.

ATTACHMENT #2

3. Overview

This is a joint solicitation issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following Participating Members:

Beaches Energy Services	City of Bartow
City of Bushnell	City of Clewiston
City of Green Cove Springs	City of Homestead
City of Lake Worth Beach	City of Leesburg
City of Newberry	City of Wauchula
Keys Energy Services	Town of Havana

4. Participating Members

This RFP is requesting proposals for Utility Tree Trimming and Vegetation Management Services to be provided to Participating Members. It is anticipated that municipal electrical systems other than those "Participating Members" listed in Section 3 may also wish to purchase the Utility Tree Trimming and Vegetation Management Services. Therefore, the awarded Proposer(s) is also requested to extend its quoted price to any municipal system. In that event, all of the applicable terms and conditions of this RFP shall apply. A map showing the FMPA members is included in Attachment A.

5. Purchasing Services

Subsequent to the award, the Project Participating Members named above, will through their own initiative issue purchase orders to the Contractor (s) awarded the agreement pursuant to this Request for Proposal. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs, or damages incurred pursuant to any agreement (purchase order) entered into by them with the successful proposer or offeror to this solicitation.

6. FMPA's Responsibility

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

7. Indemnity

After notification of award, the successful bidder shall indemnify and save harmless FMPA from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefor.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA as set forth in Florida Statute 768.28.

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The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

8. Notice to Proposers

Sealed proposal packages will be received until 1:30 P.M. EST on September 15, 2020 ("Proposal Due Date") at the offices of Florida Municipal Power Agency. Each proposer is required to submit a Proposer Information Form (included in this RFP package), other forms included in this package as appropriate, and all other information necessary to allow a complete evaluation of the proposal. Registered proposers will be notified through the issue of RFP addenda of any change in the Proposal Due Date or other necessary revision to information contained in this RFP. FMPA reserves the right to reject all proposals received after the Proposal Due Date.

One original and one (1) copy of the proposal response package should be sealed and delivered to the following address:

Ms. Sharon Samuels
Member Services Programs & Procurement Administrator
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Clearly legible on the outside of the sealed envelope shall be " UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES, FMPA RFP 2020-036".

9. Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 90 days. This period may be extended at FMPA's request only by written agreement of the proposer. The content of this RFP and the proposal of the successful proposer will be included by reference in any resulting contract.

10. Right of Rejection

This RFP is not an offer establishing any contractual rights. This solicitation is solely an invitation to submit proposals.

FMPA reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Waive any requirement in this RFP;
- Not disclose the reason for rejecting a proposal;
- Not select the proposal with the lowest price; and
- Seek and reflect clarifications to proposals.

11. Performance Bond/Surety

Neither a bid nor a performance bond or surety is required pursuant to this Request for Proposal.

12. Budgetary Constraints

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

13. Interpretations and Addenda

All questions regarding interpretation of this RFP, technical or otherwise, must be submitted in writing to the following:

By Fax: Ms. Sharon Samuels
(407) 355 - 5796

By Mail or Courier: Ms. Sharon Samuels
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

By E Mail: *sharon.samuels@fmpa.com*

Only written responses provided by FMPA to proposers' questions will be considered official. A verbal response by FMPA will not be considered an official response. Written responses to questions and requests for interpretations will be provided to all potential proposers. Copies of all addenda issued in connection with this RFP will be sent to all potential proposers.

14. Errors, Modifications or Withdrawal of Proposal

Each proposer should carefully review the information provided in the RFP prior to submitting a response. The RFP contains instructions which must be followed by all proposers. Modifications to proposals already received by FMPA will only be accepted prior to the Proposal Due Date. Proposals may be withdrawn by giving written notice to FMPA prior to the Proposal Due Date.

15. Proprietary Confidential Business Information

All proposals shall become property of FMPA. FMPA will not disclose to third parties any information that is clearly labeled "Proprietary Confidential Business Information" in a proposal unless, in the opinion of counsel for FMPA, such disclosures are required by law or by order of the court or government agency having appropriate jurisdiction. Each page of Proprietary Confidential Business Information must be clearly labeled "PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION" at the top of the page. FMPA reserves the right to disclose information contained in proposals to its consultant(s) for the sole purpose of assisting in the proposal evaluation process. FMPA will require the consultant(s) to maintain the confidentiality of the document.

16. Default and Damages Provisions

FMPA will negotiate standard terms and conditions for default and damages with the awarded proposer(s). All proposers are requested to include proposed default and damages provisions in their proposals. However, individual Participating Members may choose the standard terms and conditions, or negotiate different terms and conditions with the awarded proposer(s), depending on local requirements.

17. Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all proposers should be aware of the following:

"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."

18. Collusion

By offering a submission pursuant to this RFP, the proposer certifies the proposer has not divulged, discussed, or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, the proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to his own organization, that in connection with this proposal:

- (1) Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor
- (2) Any prices and/or cost data quoted for this proposal have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other proposer or to any competitor
- (3) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition
- (4) The only person or persons interested in this proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into and

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- (5) No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Proposer for the purpose of doing business.

19. Drug Free Workplace

A Drug-Free Workplace Statement must be completed, signed, and returned prior to award of proposal. This form will be used whenever two or more proposals that are identical with respect to price, quality, delivery, and service are received; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

20. Subcontracted Services

Proposal should indicate which, if any, of the services to be provided would be subcontracted by the proposer to independent contractors.

21. Pre-Proposal Preparation

This request for proposal does not commit FMPA or Participating Members to pay any cost incurred in the preparation and submission of the proposal or to pay any other costs incurred prior to award.

22. Award

The Florida Municipal Power Agency and the Participating Members reserve the right to make a single or multiple awards for all proposal items, or to make separate awards for a single proposal item or any combination of such items. However, it is our preference to award to a single bidder; proposals will be evaluated on this premise.

OTHER BASIS FOR AWARD

Other factors that will be considered besides the lowest price are:

- Quality of workmanship as represented by references
- Relevant Experience
- Qualified Personnel
- Capabilities to perform to the contractual requirements.
- Capabilities to perform technical requirements
- Willingness to adhere to FMPA Terms and Conditions

Exceptions to the bid may be considered if determined minor in nature and acceptable to FMPA's application. All exceptions shall be noted on the attached "Proposer Information" form.

23. Definitions

The words and terms defined in this document shall have the following meanings as used throughout.

ACCEPTANCE – Written acknowledgement by the Participating Member’s authorized representative that the Work has been completed in a manner consistent with the terms, conditions and specifications of a Participant Contract or Purchase Order.

CONTRACTOR – The business entity (and its affiliates and authorized assigns), which has been awarded by FMPA or executed a contract with a Participating Member shall include any and all subcontractors, affiliates and authorized assigns that provide or perform any or all of the Work. This entity may also be referred to as the Contractor, successful bidder, or successful proposer.

PARTICIPATING CONTRACT – The aggregation of all documents that constitute the binding agreement between the Contractor and a Participating Member. The Participant Contract may include but shall not be limited to The Award or Agreements that result from this solicitation, Participant Blanket Orders, Participant Purchase Orders, Order Releases, and all attachment agreements.

PARTICIPATING MEMBER – A FMPA Member engaged in the specific procurement activity specified in the Request for Proposal, Invitation to Bid, Award, or agreement. The actual Participating Member may change over the term of the Award and new Participants may be added or removed. The terms Participating Member and Participants may be used interchangeable throughout this document.

PURCHASE ORDER (PO) – A Work authorization, issued by a Participating Member, which is issued subject to the terms and conditions of the Award or Agreement and a Participant Contract. The term “Purchase Order” shall also include “blanket order releases” and any other ordering methodology agreed to in writing by a Participant and Contractor.

WORK – Labor, materials, supplies, equipment, goods, and services including any related documentation, software, reports, testing, transport, administration, management, tools and any and all other requirements to be furnished or performed by Contractor under this Agreement and/or a Participant Contract together with all other additional necessities that are not specifically recited in this Agreement or Participant Contract but which could be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Agreement and/or a Participant Contract

24. Entire Contract

These General Terms and Conditions, the Master Agreement between FMPA and the selected Contractor(s), and the Participating Member Purchase Order (PO) for which they are being provided (including attachments thereto) constitute the entire agreement between Participating Member and the Contractor.

25. Acceptance of Services

Services shall be subject to Participating Member's inspection at any time. Participating Member may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by Participating Member) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair Participating Member's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which Participating Member may be entitled, notwithstanding Participating Member's knowledge of the nonconformity, its substantiality or ease of discovery.

Final acceptance of the Services and Work Product for purposes of the Purchase Order shall be the date upon which Participating Member confirms that all Services and Work Product have been completed in accordance with the terms of the Purchase Order ("Final Acceptance").

26. Term of Agreement

The term of the bid award shall be a five-year period from the date of award, and the initial five-year term shall be followed by up to two (2) one-year extension periods by mutual agreement between the Participating Member(s) and the Successful Bidder(s). Any and all extensions shall be executed in writing by both parties. The extensions shall be a continuance of the same terms, conditions and principles of the original award, unless changes are mutually agreed upon in writing and become part of the extended Award or an amendment to the Bid Award.

Participating Members' decision to renew will be based on the performance of the Successful Bidder(s) and current market conditions at that time. At the end of the initial term and each renewal term, if any, Participating Member(s) will evaluate prices as well as other performance measures. Should any Bidder(s) choose not to renew their portion of the bid award, the project Participating Member reserves the right to terminate the Award with that supplier(s) and re-advertise or select a second supplier.

Price Adjustments - Prices will remain firm for an initial 3-year term. Pricing updates are to be submitted to FMPA and Participating Members annually for consideration and approval for subsequent years; see Escalation/De-escalation section below. Participating Member(s), in general, expects to see a decline in total cost in renewals as renewal periods incur no startup costs, the Successful Bidder(s) should be already familiar with the Work, and the Successful Bidder(s) shall have had the opportunity to engage in process and performance improvement actions with members related to the Work.

ESCALATION/DE-ESCALATION

Bid prices shall remain firm for a period of three years from the date of award. Each subsequent year and at the time the option to renew is to be exercised, the bid prices may be changed for the following reasons:

- 1) Manufacturer's production cost may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
- 2) Approved (Florida P.S.C.) freight rate changes may change the total bid prices.

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- 3) Florida Department of Transportation monthly index shall be recognized and approved, when applicable.
- 4) All written requests for price increases must include a back-up documentation as to the nature of the increase and shall be submitted to FMPA at least 30 days prior to renewal of contract. Approval of each request shall be by written confirmation from FMPA. If FMPA should consider said increase unwarranted or unreasonable, FMPA reserves the right to terminate the contract with the vendor and re-advertise or select a second supplier. Any price decreases at the provider and/or manufacturer's level shall be reflected in an immediate reduction of the bid prices and the vendor shall notify FMPA and the Participating Member(s) of said decrease.

27. Responsibilities

Bidder Responsibility

Bidders are instructed to carefully read and comply with all requirements as specified in the Terms and Conditions, Technical Specifications, and Bid Forms.

The Awarded Bidder shall:

- At its expense, obtain all required licenses and permits for operating a business in the state of Florida as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits as described in these specifications. Contract employees requiring licensing by City, County or State Codes, shall not be allowed to work until said licenses are obtained.
- The Awarded Bidder shall obtain, at its expense, permits or agreements from the proper governmental entities or the state of Florida to execute work.
- Provide proof of Insurance
- Adhere to FMPA's Terms and Conditions, Technical Specifications, and Bid Forms
- Ensure that Bidder and any subcontractor(s) adhere to these terms and FEMA requirements (Section 47-57), if Bidder Work falls into FEMA eligible work.

Additional Awarded Bidder Responsibilities:

- Bidder shall be responsible for all loss, damage, vandalism, theft, etc. for all equipment, tools, materials, etc. left on the job site.
- At completion of demobilization, Contractor shall remove all materials, waste, demolition debris, excess materials, temporary installation, etc. that have not been specifically turned over and accepted by participating utility.
- Shall be responsible for any and all costs for cleanup of oil or gasoline spills which result from his equipment or from any work performed as part of this contract.
- Shall bear full responsibility for the transportation, use and disposal of any hazardous or toxic substance under the Bidder's or, if any, subcontractor's control during the performance of the Work. Bidder and Subcontractors shall comply with all federal, state, and local environmental permits, licenses, rules and regulations. Contractor shall provide documentation showing proper disposal of hazardous or toxic substances.
- Permit violations or environmental damage caused by the Bidder or bidder's subcontractor shall be mitigated or repaired by the Bidder, at the Bidder's expense, to the satisfaction of the governing authority citing such damage.

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- Bidder shall assume total responsibility of materials, delivery to/from job site, installation, etc.
- Bidder is to provide all required Safety and Traffic Control equipment as required by FDOT, city and county MOT. Personnel are required to be trained in MOT as required. Bidder is to provide copies of certification of MOT training.
- Bidder shall bear sole responsibility for the safety and adequacy of its materials, working force, and equipment used during the performance of the Work.
- It is the responsibility of the Bidder to examine the site to determine the nature and location of the Work and geological and physical conditions. The Bidder shall carefully examine any drawings, specifications, and other documents and data pertaining to the Work and be familiar therewith. The Awarded Bidder shall not, after acceptance and award of bid, make any claims alleging incorrectly assumed conditions, nor claim misunderstanding with regard to the nature, conditions, or character of the Work to be done under this RFP.
- The Awarded Bidder, shall notify Participating Member(s) of any errors, omissions, or discrepancies which the Awarded Bidder may discover in specifications.

Participating Member(s) Responsibility

The Members will be responsible for the following requirements:

- 1. Provide utility service area information.
- 2. Designate utility personnel to serve as key point of contact.
- 3. Coordinate the start time schedule with the Bidder.
- 4. Make work assignments to the Bidder as needed to assure an even flow of work and compliance with the Member's trimming methods selected (Methods may be changed for each work assignment);
- 5. Provide access to the assigned clearing and maintenance sites as needed by the Contractor;
- 6. Monitor the Work and progress by the Contractor;
- 7. Member may negotiate, on an individual basis, the terms of an Emergency Response Plan agreeable to both the Member and the Contractor.

28. Honoring Prices

Bidder warrants, by virtue of bidding, that any orders placed within the specified period shall be honored at the prices, terms, and conditions quoted.

29. Reserved Rights

FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award of multiple suppliers; 4) recommend the award that FMPA deems will best serve its Members interests; and, 5) recommend award of the contract according to one of the following:

- a) On a total order basis
- b) On a city by city basis
- c) On a by zone basis
- d) On a service type basis

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FMPA also reserves the right to accept all or any part of the bids and to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.

To be responsive, a bidder shall submit a bid, which conforms in all material respects to the requirements set forth in the RFP. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully to contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

FMPA reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

30. Quantities and Usage

The participating utilities listed foresee a projected need of this service and have provided MINIMUM ESTIMATED REQUIREMENTS; therefore, the purchase of the services are not guaranteed. Quantities and/or projected need of this service are made in good faith and are based on projected usage, but it is specifically understood and agreed that supplier shall not have any claim against the participating member(s) for quantities or usage less than the estimated amounts; and, participating member(s) shall purchase their requirements from the contract awardee(s) only unless awardee is unable to meet all the terms and conditions specified (including delivery) or a bona fide condition of emergency exists.

31. Down Time

Delays (down time) caused by the Participating Member shall be paid for on an labor/equipment/material basis, Only the inactive labor and equipment already assigned to perform Units or Work affected by the delay will be paid.

32. Suspension of Work

Participating Member(s) may suspend the Work under the Award or any portion thereof at anytime. Participating Member(s) may at any time reduce Crews, Equipment, and Staffing.

33. Liquidated Damages

If Awarded Bidder fails to complete specified Work on or before the dates specified by a Participating Member, in a particular Participant Contract or Purchase Order, Awarded Bidder shall pay Participant the amounts listed below for each and every calendar day, including Sundays and holidays (as specified by the Participating Member), starting on the day following the date specified by Participating Member, until the date the Work is completed and Accepted by the Participating Member.

<u>Activity</u>	<u>Amount</u>
a) Delivery of service	\$1,000.00
b) Other	\$100.00

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Awarded Bidder understands and agrees that said daily sum is to be paid not as a penalty but as compensation to the Participating Member for fixed and reasonable liquidated damages due to losses that Participating Member will suffer because of such default, whether through increased administrative and engineering cost, interference with Participating Member's normal operation, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages may, at Participating Member's sole discretion, be deducted from any monies held by Participating Member that are otherwise payable to Awarded Bidder.

Awarded Bidder's payment of liquidated damages shall in no way relieve the Awarded Bidder of any other obligations under this agreement, a Participant Contract or Purchase Order.

34. Bid Exceptions/Deviations to Specifications

All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to FMPA specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

For purpose of bid evaluation, bidders must indicate any and all variance to requirements, terms, and conditions as stated in this document no matter how slight. If variations are not stated on the Affidavit of Compliance form attached herein, it shall be construed that the bid fully complies with the requirements, terms, and conditions.

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the Project Participating Members, price, delivery and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

35. Insurance Requirements

Before starting and until Acceptance of Work by Participating Member, and without further limiting Supplier's liability under this Agreement or a Participant contract, the Supplier shall procure and maintain, at its sole expense, insurance of the types and in the amounts stated below:

Schedule	Amount
<u>Workers Compensation</u> Statutory Coverage Employers's liability including appropriate Federal Acts	Statutory Limits \$500,000 each occurrence
<u>Commercial General Liability</u> Premises, Operations Products Completed, Operations Contractual Liability Independent Suppliers	\$2,000,000 each occurrence \$4,000,000 aggregate – bodily injury and property damage, combined single limit
<u>Automobile/Vehicle Liability</u> All vehicles – Owned, non-owned, hired	\$1,000,000 each occurrence, combined single limit
<u>Excess/Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate

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Supplier's Commercial General Liability policy shall remain in effect for at least two years after all work is complete.

Supplier shall specify Participating Members as additional insureds for all coverage except Worker's Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Participating Members.

The Supplier shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

All deductibles for insurance specified herein shall be paid by supplier.

All Subcontractors performing Work pursuant to this bid shall procure the insurance required under this bid during the life of the subcontract. The subcontractor insurance may be provided through separate coverage or by endorsement under insurance provided by supplier. Supplier shall submit Subcontractor's certificates of insurance to Participating Member prior to allowing Subcontractor to perform Work at any site or Work Area.

Additional Insured - All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Contractor.

Contractor shall furnish Participating Member with certificates of insurance as evidence that the policies required under the Purchase Order is in full force and effect.

BIDDER'S ENVIRONMENTAL IMPAIRMENT RESPONSIBILITY

A. The Bidder acknowledges that the performance of this contract is, or may be, subject to Federal, State, and Local laws and regulations enacted for the purpose of protecting, preserving, or restoring the environment. The Bidder shall, at his sole cost, will be responsible for full compliance with any such laws or regulations.

B. The Bidder's performance under this contract shall include, but not be limited to:

1. Performance in a manner to minimize disturbance of or damage to the environment.
2. To the extent caused by the performance of this contract by or on behalf of the Bidder, the clean-up, repair or restoration of the environment to the extent required by any Federal, State, or Local laws or regulations.

C. The Bidder shall be responsible for any fines, penalties, damage, or assessments made against the Bidder or Participating Members resulting from the performance of this contract by or on behalf of the Bidder.

D. The Bidder's obligation under paragraph B and C above shall survive the contract and shall not be limited in any manner by acceptances of final payments.

36. Services Warranties

Warranty of Services

Contractor warrants that the Services performed hereunder will reflect competent professional knowledge and judgment. If Participating Members gives Contractor notice within a reasonable period after the Services are completed that any Services are defective Contractor shall re-perform such nonconforming Services.

Remedy

If Contractor breaches the warranty of care, Contractor shall upon Notice from Participating Member and without additional compensation, correct or revise any errors or deficiencies in the Work Products, and other Services.

37. Payment of Invoices

Payment of each Contractor invoice by Participating Member shall be made within thirty (30) Days after the date of receipt of Contractor's invoice and verification of compliance of the Services with the terms of the Specifications of the Bid Package. Participating Member reserves the right to withhold payment for any non-conforming Services provided by Contractor.

38. Termination for Default

Any failure by Contractor to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Contractor. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.

39. Termination for Participating Member's Convenience

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Contractor for any Services performed under the Specifications of the Bid Package prior to the termination date.

40. Licenses/Compliance with Laws

Contractor shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services. Contractor shall pay all costs of such licenses, permits and authorizations and all costs and expenses incurred in obtaining and maintaining them. The Contractor shall comply with the standards of the NESC and OSHA as well as all federal, state and local laws, and rules and regulations that are applicable to the performance of the services requested by Participating Member.

41. Variance with Applicable Law

If the Bidder observes that the specifications are at variance with any applicable law, ordinance, rule or regulation, he shall promptly notify FMPA in writing and any necessary changes shall be made. If the Vendor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the procedure above, he shall bear all cost incident to such violation.

42. Hazardous Materials of Contractor

Any Hazardous Materials used by Contractor in the performance of the Services shall be packaged, shipped, handled, labeled and disposed of by Contractor in a manner that complies with all federal, state and local laws or regulations applicable to Hazardous Materials. No Hazardous Materials shall be stored by Contractor at the Participating Member's Facility before, during or after the performance of Services hereunder. Contractor shall, at its expense, remove, transport and dispose of all Hazardous Materials (i) brought by Contractor to the Facility or (ii) disturbed by Contractor's performance of Services or created by Contractor's use, handling or combination of non-hazardous materials brought by Contractor to the Facility during the performance of Services. For purposes of the Purchase Order, the term "Hazardous Materials" shall mean any substance which by law requires special handling, containment or disposal, including without limitation "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 USC Sections 5101, et seq.), "hazardous wastes" as defined in the Resource Conservation and Recovery Act, as amended (42 USC Sections 9601, et seq.), "toxic substances" as defined in the Toxic Substance Control Act as amended (15 USC Section 2601 et seq.), as amended and in the regulations adopted, published, and promulgated pursuant thereto. Contractor shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services. Contractor shall pay all costs of such licenses, permits and authorizations and all costs and expenses incurred in obtaining and maintaining them. The Contractor shall comply with all federal, state and local laws, and rules and regulations that are applicable to the performance of the services requested by Participating Member.

43. Safety and Protection

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work under this RFP. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

44. Control of Work and Subcontractors

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Contractor shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

45. Manufacturers

FMPA will accept bids for products manufactured by the "Approved Manufacturers" and items that are "Or Equal" to the items listed in the Technical Specification. Items bid must meet or exceed the technical and performance standards of the approved items. Bids submitted for products not approved or equal to approved manufactured item will be rejected.

46. Minority Business Utilization

Bidders are encouraged to utilize certified and qualified minority and women-owned (M/WBE) firms as subcontractors/suppliers where performance of the Work will not be adversely affected and such firms are competitive in price and product/service quality. Bidder shall provide report to the Participating Member(s) in bid submittal and thereafter, which details product/service is provided by qualified M/WBE firms.

47. FEMA Reimbursement

This is an acknowledgement that Federal Emergency Management Agency ("FEMA") financial assistance may be used to fund this agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. However, the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to FMPA, Contractor, or any other party pertaining to any matter resulting from the contract. 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.

48. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction located in Leon County, Florida.

49. Equal Employment Opportunity

During the performance of this contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) 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 Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

ATTACHMENT #2

(d) 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.

(e) 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.

(f) In the event of 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 Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

50. Contract Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

ATTACHMENT #2

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

51. Clean Air Act

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

52. Federal Water Pollution Control Act

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

53. Access to Records

(a) Contractor agrees to provide FMPA, 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ATTACHMENT #2

(b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) 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.

54. Suspension and Debarment

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by (_____). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

55. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

56. Procurement of Recovered Materials

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

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

(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

57. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

58. Experience Requirements

The Bidder shall furnish documentation of the minimum qualifications and training for each classification of working employees. Participating Members generally require the following minimums requirements when considering selecting a qualified bidder:

1. Tree Trimmer – Minimum of three years experience as a qualified tree trimmer in this field, as defined by OSHA, in this field and a minimum of one year in this position.
2. Grounds Person/General Helper – Minimum of one year experience in this field.
3. General Foreperson –(Optional) Minimum three years experience overseeing tree trimming crews and a minimum of three years experience as a qualified tree trimmer in this field, as defined by OSHA, in this field.

A resume needs to be submitted for each employee performing the above positions.

59. Bid Submittal Requirements

In addition to the bid forms and required forms (BF-1, DF-1, and AOC-1 – AOC-7), bidders must also submit:

- 1) Licenses and certifications (to include herbicide and arborist requirements).
- 2) Proof of Insurance. See Section 35.
- 3) Documentation of 3+ yrs. company history of providing service in proximity to energized lines; with emphasis on work for electric utilities in the state of Florida.
- 4) A list of references (Can be the same as utilities provided for history documentation.)
- 5) Resumes for positions listed in Section 58.
- 6) Description of Safety Program

LOCATION OF FMPA MEMBERS State of Florida



TECHNICAL SPECIFICATION & DELIVERABLES

FMPA Technical Specification and Requirements

Utility Tree Trimming and Vegetation Management Services

1. SCOPE

This specification covers the delivery of Utility Tree Trimming and Vegetation Management Services from qualified vendors with a minimum of three-years experience working in proximity of energized 7,200, 12,470, 13,200, 13,800, and 22,860 phase distribution systems and high voltage transmission systems 69kV and 138kV.

Services shall include the performance of all vegetation management services required by Participants including initial clearing, emergency tree cutting, maintenance, chemical treatment, mowing, right of way clearing, dead/disease tree removals, tree removal and replacement, non-electric trimming, and maintenance of transmission and distribution areas. The successful bidder will provide the minimum clearance, as required by the National Electric Safety Code (NESC) and IEEE for tree limbs, vines, or brush, surrounding all communications and electrical cables on the distribution circuit and transmission towers.

The successful bidder will be required to obtain this clearance through industry standards of good workmanship procedures of trimming and/or cutting limbs, and if necessary removing trees. The successful bidder will also be required to work in locations inaccessible by trucks. Therefore, personnel should be capable of climbing trees to perform trimming and/or cutting. The crews will be required to trim trees within services territories from the Florida panhandle to Key West (from Key West to Sunshine Key-Miles Marker 0 through Mile Marker 42).

This service will include blue skies scheduled work as well as storm related services.

Services shall include, but not limited to:

- Distribution systems clearance and vegetation management
- Transmission systems clearance and vegetation management
- Herbicide/Chemical applications
- Billboard vegetation management
- Emergency and storm related services

Participating Members requirements are detailed below:

Beaches Energy Services:

Distribution-26,40

Transmission – 138kV

45 Sq. Miles of Area

- Distribution lines services
- Storm related services

City of Bartow:

Distribution-12,470 KV

115 Distribution Miles

- Distribution lines
- Storm related services

City of Bushnell:

Distribution-12,470/7,200KV

8 Sq. Miles of Area

- Distribution area
- Storm related services

City of Clewiston:

Distribution-13,800KV

4 Sq. Miles of Area

- Distribution area
- Storm related services

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City of Green Cove Springs:

Distribution-13,200/7620 KV

15 Sq. Miles of Area

- Distribution area
- Storm related services

City of Leesburg:

Distribution-7,200 KV

68 Sq. Miles of Area

- Distribution area
- Storm related services
- Chemical applications

City of Lake Worth Beach:

Distribution-4kV & 26kV

Transmission – 138kV

12 Sq. Miles of Area

- Distribution area
- Transmission area
- Storm related services

City of Newberry:

Distribution-12,470/7,200 KV

4 Sq. Miles of Area

32 Miles of overhead lines

- Distribution area
- Storm related services

Homestead Energy Services:

Transmission-138 KV

Distribution-13200/7620 KV

- 14.5 Sq. Miles of Area
- Distribution area
- Transmission area
- Storm related services

Keys Energy Services

Transmission – 138kV & 69kV

Distribution-7,970/13,800kV

- 66.5 Miles of transmission
- 235 Miles of distribution
- Distribution area
- Transmission area
- Storm related services

Town of Havana

Transmission-69,000 KV

Distribution-7,200 kV

- 2300 Sq. Miles of distribution in air
- Distribution area
- Transmission area
- Storm related services

City of Wauchula:

Distribution-2,400/7,200 KV

48.95 Distribution Miles

4.7 Sq. Miles of Area

- Distribution area
- Storm related services

2. REFERENCE STANDARDS

Performance shall be as required by all Occupational Safety and Health Act ("OSHA") standards, American National Standards Institute ("ANSI"), National Electric Safety Code (NESC) and IEEE standards governing the Work described within these specifications. These include but are not limited to: National Electric Safety Code ("NESC") Section 21 Part 2 Rule 218, ANSI pruning standards A300 Part 1, Part 7 & Z-133 as well as the special companion publication, Best Management Practices -Utility Pruning of Trees

Reference to standards or specifications herein shall be interpreted to mean the latest revisions unless noted. Permission for deviation from these specifications or standards shall be obtained in writing from the Participating Member in advance.

ATTACHMENT #2

3. METHODS

The Members have varying requirements for the clearance from the power line and shall be discussed and approved by Participating Member(s) for their specific location prior to starting work.

Vines growing on Facilities shall be cut at ground level and as high up the pole as can practically and safely be reached; after which they shall be chemically treated to prevent re-growth. Vines should not be cut at conductor level.

The Contractor shall remain in compliance with all other Federal, State and Municipal rules, regulations, and ordinances governing the Work described within these specifications.

Every effort shall be made to eliminate all weak, diseased, or dead limbs which may fall onto or be blown into power lines.

Every effort shall be made to remove hazard trees, which is defined as a dead, damaged, or diseased trees which may fall onto or be blown into power lines.

All hangers and severed limbs that interfere with power lines, or are a result of trimming, shall be removed from trees.

Every effort shall be made to regain and/or improve the quality of clearance obtained from the last time the Facilities were trimmed.

Brush and debris shall be handled in such a manner as to avoid obstructing roads, sidewalks, trails, driveways, or waterways.

Branches, brush, and debris resulting from the trimming shall be collected and disposed of in suitable disposal areas. The premises of the property owner shall be left as neat as they were before the Work started.

No wood or chips are to be left within jurisdictional wetland areas, where such action could constitute a dredge and fill violation.

For purposes of this Specification, a tree shall be identified as having a minimum diameter at breast height ("d.b.h.") (diameter 4.5 feet above ground) of 4 inches. Vegetation smaller than this shall be referred to as "brush" and shall be quantified in increments of one linear foot, twenty feet wide.

All stumps shall be cut within 2 inches of the existing ground line, except where alternative written instructions are given by the property owner or Participating Member(s).

All cut stumps are to be treated with an approved cut stump treatment, to inhibit sprouting.

ATTACHMENT #2

All mechanically operated electrical devices shall be cleared of vegetation from ground to sky to ensure personnel can safely operate the device from the ground position. Mechanically operated electrical devices include, but are not limited to, transformers, fuses, switches, capacitor banks, oil circuit reclosers (OCRs) and automatic circuit reclosers (ACRs), etc.

CHEMICAL APPLICATION SPECIFICATIONS

Contractor shall furnish, handle, store, and apply all chemicals and shall secure only branded products from reliable manufacturers.

Contractor shall be licensed in the State of Florida and shall be capable of training employees in the safe storage, handling, and use of any and all types of industrial herbicides.

TRIMMING

The Members have varying requirements for the clearance from the power line and shall be discussed and approved by Participating Member(s) for their specific location prior to starting work.

Trimming clearances are generally as follows:

- A. Five feet from nearest conductor, ground to sky. Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally five feet from the power line conductor closest to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.
- B. Five feet from all conductor, starting with the lowest electric system conductor and continuing upward to include all overhanging limbs. Under this specification, all vegetation will be removed to produce five feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of five feet below the lowest power line conductor.
- C. Five feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed. Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground.
- D. Ten feet from nearest conductor, ground to sky. Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally ten feet from the power line conductor closest to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.
- E. Ten feet from all conductor, starting with the lowest electric system conductor and continuing upward to include all overhanging limbs. Under this specification, all vegetation will be removed to produce ten feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of ten feet below the lowest power line conductor.

ATTACHMENT #2

- F. Ten feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed. Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground, and ten feet measure horizontally from the closest power line conductor.
- G. Fifteen feet from the centerline of the power line, ground to sky. Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally fifteen feet from the center line of the power line to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.
- H. Fifteen feet from the center line measured above and to each side of the line, starting five feet below with the lowest electric system conductor and continuing upward to include all overhanging limbs. Under this specification, all vegetation will be removed to produce fifteen feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of five feet below the lowest power line conductor.
- I. Fifteen feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed. Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground.

EQUIPMENT

- 1) All equipment shall be properly maintained and ready for operation at the beginning of each work shift.
- 2) All equipment shall be guarded and properly equipped with safety devices.
- 3) Equipment shall not be greater than 5 years old and shall be replaced as needed through the duration of the Contract.
- 4) Contractor shall have spare equipment readily available. Replacement equipment in like kind shall be on-site and ready for use within 48 hours of an equipment malfunction.
- 5) All down-time incurred due to equipment malfunction shall be the responsibility of the Contractor.
- 6) The Awarded Contractor shall incorporate a vehicle location and or tracking system to help track and dispatch crews.

WORK ACCEPTANCE

The Participating Members' designated representative shall make final inspection(s) for review and acceptance of the work performed.

ATTACHMENT #2

Transmission vegetation clearances are generally as follows (*Awarded vendor(s) must obtain specific utility requirements*):

Transmission Vegetation Clearances Requirement R1.2				
Subject	69kV	115kV	138kV	230kV
Minimum Approach Distances IEEE 516-2003 4.2.2.3 Table 5	2.4'	2.4'		5.15'
NESC Minimum Design Clearance	19.2 ft	20.1 ft	22.5 ft	22.5 ft
Minimum Vegetation Clearance 1	Side: 15 ft. Floor: 15 ft.	Side: 15 ft. Floor: 15 ft.	Side: 15 ft. Floor: 15 ft.	Side: 15 ft. Floor: 15 ft.
Minimum Vegetation Clearance 2	Side: 10 ft. Floor: 10 ft.	Side: 10 ft. Floor: 10 ft.	Side: 10 ft. Floor: 10 ft.	Side: 10 ft. Floor: 10 ft.
Rural Transmission Vegetation Management Strategy Listed as "Outer Loops"	1. Preserve acceptable vegetation less than 3' in height, utilize herbicide treatment To remove non-compatible (invasive species) on the ROW corridor. 2. Utilize herbicide treatment of tree and shrub vegetation ranging from 3' to 6'. 3. Utilize cutting and herbicide treatment of tree and shrub vegetation above 6'. 4. Prune or remove trees to distances specified on sides of the right-of-way to provide appropriate side clearance of 21 feet. 5. All vegetation debris which may later create a fire hazard or impede ROW corridor mowing shall be properly disposed of. 6. Anticipated maximum growth rates within a 3 year cycle should not Exceed 12'.			
Range of ROW Width Maintained	Varies from 20' to 60'	Varies from 20' to 100'	Varies from 20' to 100'	180'
Ground Inspection	Annually	Annually	Annually	Annually
Aerial Inspection	Annually	Annually	Annually	Annually
Maintenance Cycle	3 Years	3 Years	3 Years	3 Years
Urban Transmission Vegetation Management Strategy Listed as "Inner Loops"	1. Prune or remove trees in close proximity to distances specified under and on sides of the right-of-way to provide appropriate side clearance of 18 feet. 2. In areas where applicable (Natural vegetation not owned nor planted by customers) preserve acceptable vegetation less than 3' in height; utilize herbicide treatment to remove non-compatible (invasive species) on the ROW corridor. 3. Shrub vegetation which exceeds 12' in height will be trimmed to a maximum height of 12', species which have been listed with maximum heights less than 15' are exempt, unless height exceeds 15', whereas trimming will be brought to a maximum 13'. Herbicide treatment shall not be used. 4. Shrub vegetation meeting the above criteria shall be marked with address, asset # & GPS location.			
Alternative Vegetation Management Strategy	Where restrictions due to easement limitations, legal prohibitions or other impediments do not allow tree removal, prune trees under the wires to a minimum of 15 feet of clearance and inject ground with tree growth retardant.			
Range of ROW Width Maintained	Varies from 20' to 60'	Varies from 20' to 100'	Varies from 20' to 100'	180'
Ground and Aerial Inspection	Annually	Annually	Annually	Annually
Maintenance Cycle	1 Year	1 Year	1 Year	1 Year

ATTACHMENT #2

4. INSPECTIONS AND TESTS

4.1 GENERAL

- 4.1.1 Tests, certifications, or inspections may be required for services or products offered as substitutes for those currently being used to ensure they meet or exceed the Members' operational performance requirements and adherence to specification requirements.
- 4.1.2 Certified test reports on all material shall be available to the Participating Member upon request.
- 4.1.3 Participating Member(s) and their designated representatives shall have access to the Work at all times and may provide inspection to determine whether the Work conforms to the specifications.
- 4.1.4 Participating Member(s) inspection of the Work or its failure to inspect the Work will not relieve Contractor of its obligation to fulfill the requirements of the award agreement. Participating Member(s) inspection of the Work or failure to inspect the Work will not be construed as acceptance of the Work by Participating Member(s).

4.2 REJECTION OF MATERIAL/SERVICE

Any material or service delivered under these specifications which, in the opinion of the Participating Member, does not meet the requirements set forth herein with regard to material or performance shall be remedied in a manner satisfactory to the Participating Member and consistent with the specifications.

5. GENERAL GUIDELINES

Contractor shall designate a single point of contact to oversee all Work and daily operations. The General Foreman shall be readily available for safety briefings, crew inspections, progress updates, and problem resolution.

The Contractor shall assure that all subcontractors have English-speaking supervisors or representatives available at all times to communicate with utility personnel.

Contractor understands that transmission and distribution circuits are intended to continue normal operations at all times, and Contractor shall carefully guard against interfering with the normal operation of each circuit.

Contractor shall be available to support crew call-out requests made by Participating Member(s) for support of power restoration or related activities. This will require periodic mandatory overtime conditions during periods of inclement weather.

Contractor shall be responsible for assuring that all line clearance activities are performed on the correct circuits.

ATTACHMENT #2

Contractor shall be required to provide twenty-four (24) hour written advance notice to Participating Member(s) prior to conducting activities unrelated to the Work when conducted during billable business hours. Activities include, but are not limited to, equipment assessments, management and safety inspections.

5.1 GENERAL NOTIFICATION GUIDELINES

- 5.1.1 Prior to beginning Work on any property, Contractor shall attempt to make contact with the property owner to provide notification that the crew is there to complete the required line clearance maintenance activity. Should the property owner not be home the crew shall nevertheless complete the Work as noted on the notification log.
- 5.1.2 Notification shall be by direct customer contact or by leaving a notification card/door hanger. Door hangers may or may not be provided by Participating Member(s).
- 5.1.3 Notification is the responsibility of the General Foreman.
- 5.1.4 In conjunction with placement of the door hanger, the following information is to be recorded on the notification log.
 - A. The address where the door hanger was placed.
 - B. The date the door hanger was placed.
 - C. The Work required to be completed at that address, including the number and species of trees to be trimmed or removed
- 5.1.5 Upon completion of the circuit the completed notification log shall be submitted to Participating Member(s) along with all other documentation associated with the line clearance maintenance activities performed on that circuit

6. LICENSES

All Crew Leaders and Supervisor, providing herbicide scope of work, must have State of Florida restricted use herbicide license.

Arborist Requirement - Qualified bidders shall have a minimum of one certified arborist on staff available to oversee their crew's work as required at the request of the cities.

7. CLEAN UP

The Awarded Bidder shall leave Job Site in a clean and neat condition. The Bidder shall take all steps necessary to protect shrubs, grass, et cetera, adjacent to the Job Site. The Bidder is responsible for disposing of all chips, wood, etc. Participating Member will try to negotiate a location for disposal of said debris other than on Participant's property. The Bidder shall not sell or offer for sale any material generated by any work performed on or around Participant's property.

ATTACHMENT #2

All brush, limbs, logs, etc. shall be chipped and or removed daily. **Under no circumstances** shall brush be left over the weekend or overnight. Participating Member **will** impose Liquidated Damages when brush is left without customer's permission.

8. VEGETATION MANAGEMENT SCHEDULE

Some Participating Member do not have existing distribution and/or transmission maintenance schedules. The Successful Bidder shall work with those Participating Member(s) to create maintenance plans and schedules.

9. PROJECT SCHEDULING AND STATUS

The Bidder shall maintain a current Project status reporting system to aid the Participating Member(s) in scheduling other activities. Bidder shall coordinate work schedules and locations with the Participating Member(s) designated representative.

10. WORK WEEK, HOURS OF OPERATION AND SCHEDULING

Routine Service (normal hours): Work to be accomplished during normal hours; excluding holidays. Typically hours for Participating Members range from 7:00 a.m. to 5:30 p.m., Monday through Friday. Work will be paid at rate(s) provided on bid response page.

The straight time hourly rates for labor shall apply for all standard hours worked. Any hours worked in excess of forty (40) standard hours per week will be billed at the overtime rate.

Routine Service (overtime): Work in excess of forty (40) hours, to be accomplished Monday through Sunday.

Emergency Service (on-call): Work to be accomplished twenty-four (24) hours a day, seven (7) days a week. Response time within two (2) hours of emergency call-out.

The Participating Member(s) reserves the right to adjust and or modify the hours of operation, work week, crew schedule and crew size as needed to meet the work requirements.

Some Participating Members have noise ordinances in place typically 8am to 6pm.

11. STORM RESTORATION WORK

Contractor shall be willing to work 16 or more hours per day until the storm restoration is complete if requested by the Participating Member(s).

Weekly time sheets are required by Participating Member(s).

Overtime will only be paid for those hours worked in excess of 40 hours per employee.

Keep accurate records and provide copies to Participating Member(s) if requested.

The Contractor shall supply the Participating Member(s) with any and all documentation required for the Participating Member(s) to receive reimbursement from FEMA including but not limited to, truck and trailer registrations, disposal tickets, work logs, time sheets, and any other data required for FEMA and State reimbursement applications.

ATTACHMENT #2

11.1 ACCEPTANCE AND PAYMENT FOR WORK COMPLETED

Weekly time and charge sheets must be submitted to the Participating Member once per week during the Work period. The weekly charge sheets must be for a complete work week, and shall be submitted no later than two working days after the end of the work week. These weekly time and charge sheets will be used for comparison of all invoices. Invoices for completed Work will be accepted by the Participating Member once per month.

11.2 EMERGENCIES

It is possible that some time during the term of this Award agreement, an emergency could arise in which one or more FMPA Members, whether participating directly in this RFP or not will need as much available help as possible (hurricane, et cetera). If such an event occurs, FMPA expects the Awarded Bidder to supply as many crews as it has available and/or to import additional crews and equipment as requested.

11.3 WORK STOPPAGE

Work stoppage/slowdown will not be tolerated. Should this occur, the Contractor will be notified by registered mail to return to work within five calendar days from receipt of notice. If the Contractor does not return as notified, the Contract may be terminated. Participating Member(s) at its sole option may award to another Offerer or apply Liquidated Damages. Contractor shall be responsible for the cost difference between their bid and whichever contractor obtains the work performed under these specifications for the duration of the subject contract if awarded to another bidder.

At no time will contractor relocate any equipment and/or personnel off of a Participating Member's System without approval of the Participating Member or their designee. If so, then Participating Member will consider this as a Work stoppage/slowdown. See Liquidated Damages

RIGHT OF WAY CLEARING SPECIFICATIONS:

1. Existing right-of-way shall be cleared to the same width as the previous clearing unless otherwise specified by the Participating Member.
2. Unless otherwise specified by the Participating Member, all cutting for existing and new right-of-way clearing shall be as close to the ground line as the topography and type of soil will allow, with a maximum remaining height of four inches for brush stubs and six inches for tree stumps.
3. Trees adjacent to cleared right-of-way which constitutes a hazard to the wires shall be removed as directed by the Participating Member.
4. Brush, logs, and debris shall be handled in such a manner as to avoid obstructing roads, paths, or waterways.
5. Contractor shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking, contacting, or wrapping the wires together or otherwise interrupting service. If any such trouble should occur, the Participating Member shall be notified of the location and circumstances of such trouble as quickly as possible.

ATTACHMENT #2

6. Individual requests by property owners for special handling of brush shall be granted where reasonable. If any doubt exists as to the action to be taken, the requests shall be referred to the Participating Member.
7. Where clearing includes the removal of trees, the logs and limbs shall be disposed of as designated by Participating Member; or if not designated, such logs and limbs shall be piled at the edge of the right-of-way in such a manner that they will not interfere with foot or vehicular traffic.
8. No charge for equipment or labor shall be made for work stoppages in excess of thirty minutes, which are due to mechanical failures or weather conditions.
9. The Contractor is responsible for determining if any substances furnished, used, applied, or stored under this contract are within the provisions of the referenced statute. Copies of the statute and the Florida Substance List are available from the Secretary of the Florida Department of Labor and Employment Security.
10. The Contractor upon request by Participating Member shall remove vegetation debris from areas blocking roadways.

ATTACHMENT #2

BID FORMS

ATTACHMENT #2

PROPOSAL TO FURNISH UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES FOR THE FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT

I have carefully examined the Request for Proposal, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all terms and conditions of this bid; exceptions have been noted on Proposer Form.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheets BF-2 and BF-8.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount ____% for payment made within ____ days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-8.

Prices quoted shall remain firm and irrevocable for a period of 3-year term.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number	_____	Dated	_____
Number	_____	Dated	_____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

ATTACHMENT #2

FMPA RFP 2020-036 Distribution System Pricing

Contractor Company Name: _____

Authorized Signature: _____ Date: _____

PRICING:

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the bid submittals.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded Bidder(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

DISTRIBUTION

Distribution System Work To Include Labor, Equipment, Materials and Disposal.	
Description (Higher Vegetation Foliage)	Unit Price (per mile)
Mileage Rate for 3-person crew ¹ , including aerial lift	\$
Non-truck Accessible – Climbing Crew Trimming	\$
Truck Accessible Street Access 3-person crew ¹ – w/ aerial lift	\$
Limited Access (Not Maintained Roadway) w/ Crew	\$
¹ For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
Description (Lower Vegetation Foliage)	Unit Price (per mile)
Mileage Rate for 3-person crew ¹	\$
Mileage Rate for 3-person crew ¹ , including aerial lift	\$
Non-truck Accessible – Climbing Crew Trimming	\$
Truck Accessible Street Access 3-person crew ¹ – w/ aerial lift	\$
Limited Access (Not Maintained Roadway) w/ Crew	\$
¹ For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
If there is an adder price for areas of extremely dense foliage, please list cost here (per mile).	\$
If there is an adder price for water ways or other terrain, please list cost here (per mile).	\$

ATTACHMENT #2

Distribution System Work TREE REMOVAL To Include Labor, Equipment, Materials and Disposal.	
Diameter Breast Height	Unit Price Per Tree
0" to 6"	\$
6" to 8"	\$
9" to 18"	\$
19" to 24"	\$
24+"	\$
Tree Stump Grinding	\$

CHEMICAL APPLICATION PRICING	
	Unit Price
Low Vol Backpack Foliar <i>(Per acre)</i>	\$
Basal Treatment <i>(Per acre)</i>	\$
Soil Injection <i>(per tree)</i>	\$

EQUIPMENT			
Item	Unit Price	Item	Unit Price
Aerial Lift	\$	All Terrain Tree Trimmer	\$
Chipper	\$	Lift Truck-mileage	\$
Power Saw	\$	Pickup Truck-mileage	\$
Back Yard Lift	\$	Truck Left Behind	\$
Trailer	\$	Chipper Left Behind	\$
Split Dump	\$	Weed Eater	\$
Pole Power Saw	\$	Prentice Loader	\$
Full-size Pick-up	\$	Heavy Brush Cutter	\$
4WD Pick-up	\$	Stump Grinder	\$
Tractor	\$	Off-Road Aerial Lift	\$
Bush Hog	\$		

ATTACHMENT #2

Hourly Labor Rates (\$/Hr)				
	Standard Rate	Overtime Rate	Other Rate if applicable	Other Rate if applicable
Tree Trimmer				
Groundsman				
Supervisor				
General Foreman				
Climber				
Mowing Grounds Person				
Spray Technician				
Other				
Other				
Certified Arborist				

In reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here.

Mobilization				
Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see zone map).				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Mobilization and Other Charges	
	Unit Price
Charge if work is cancelled <u>prior</u> to mobilization	\$
Charge if work is cancelled <u>after</u> to mobilization	\$
Per diem rate if overnight stay is required	\$
Charge if there is adder for Call-Out work	\$

☐ Check here if you decline to bid on **Distribution** System Work

ATTACHMENT #2

TRANSMISSION

Transmission System Work To Include Labor, Equipment, Materials and Disposal.	
Description	Unit Price (per acre)
Mowing of ROW (Transmission Corridor, Rural, Floor Clearance)	\$
Mowing w/ Limited Access	\$

If there is an adder price for areas of <i>extremely</i> dense foliage, please list cost here (per mile).	\$
If there is an adder price for other terrains, please list cost here (per mile).	\$

CHEMICAL APPLICATION PRICING	
Description	Unit Price (per acre)
Mowing & Herbicide (Transmission Corridor, Rural, Floor Clearance)	\$
Mowing & Herbicide w/ limited access	\$

EQUIPMENT			
Item	Unit Price	Item	Unit Price
Aerial Lift 75'	\$	Lift Truck-mileage	\$
Aerial Lift 75' 4WD	\$	Pickup Truck-mileage	\$
Aerial Lift 50'	\$	4WD Pick-up	\$
Aerial Lift 50' 4WD	\$	Tractor	\$
Aerial Lift 37'	\$	Bush Hog	\$
Brush Chipper	\$	Heavy Brush Cutter	
Disc Chipper	\$	Weed Eater	
Power Saw	\$	Prentice Loader	
Mower Bat Wing – minimum width 15'	\$	Spray Truck	\$
Dump truck	\$	Stump Grinder	\$
Foreman Vehicle	\$	Off-Road Aerial Lift	\$

ATTACHMENT #2

Hourly Labor Rates (\$/Hr)				
	Standard Rate	Overtime Rate	Other Rate if applicable	Other Rate if applicable
Groundsman				
Supervisor				
General Foreman				
Mowing Grounds Person				
Spray Technician				
Trimmer				
Other				
Other				

In reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here.

Mobilization

Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see zone map).

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Mobilization and Other Charges	
	Unit Price
Charge if work is cancelled <u>prior</u> to mobilization	\$
Charge if work is cancelled <u>after</u> to mobilization	\$
Per diem rate if overnight stay is required	\$
Charge if there is adder for Call-Out work	\$

☐ Check here if you decline to bid on **Transmission** System Work

ATTACHMENT #2

EMERGENCY RESPONSE AND STORM RELATED SERVICES

Distribution System Work To Include Labor, Equipment, Materials.	
Description	Unit Price (per mile)
Mileage Rate for 3-person crew ¹ , including aerial lift	\$
Non-truck Accessible – Climbing Crew Trimming	\$
Truck Accessible Street Access 3-person crew ¹	\$
Limited Access w/ 3-person crew ¹	\$
¹ For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

TREE REMOVAL To Include Labor, Equipment, Materials.	
Diameter Breast Height	Unit Price Per Tree
0" to 6"	\$
6" to 8"	\$
9" to 18"	\$
19" to 24"	\$
24+"	\$
Tree Stump Grinding	\$

Hourly Labor Rates (\$/Hr)				
	Standard Rate	Overtime Rate	Other Rate if applicable	Other Rate if applicable
Tree Trimmer				
Groundsman				
On-Site Storm Coordinator				
General Foreman				
Safety Personnel				
Climber				
Other				

ATTACHMENT #2

In reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide **Emergency** Service in a particular zone by listing the zone number(s) here.

Mobilization

Below, please indicate the total travel cost, including mileage, and manhours, from your facility to each zone (please see zone map).

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Mobilization and Other Charges

	Unit Price
Travel Rate per Mile	\$
Charge if work is cancelled <u>prior</u> to mobilization	\$
Charge if work is cancelled <u>after</u> to mobilization	\$
Per diem rate if overnight stay is required	\$
Other:	\$

☐ Check here if you decline to bid on **Emergency Response Services**

ATTACHMENT #2

REFERENCES:

Below or on an attached sheet, list your references specifically pertaining to this type of work within the last 3 years.

1. Name: _____

Address: _____

Phone: _____

Fax: _____

Contact: _____

2. Name: _____

Address: _____

Phone: _____

Fax: _____

Contact: _____

3. Name: _____

Address: _____

Phone: _____

Fax: _____

Contact: _____

ATTACHMENT #2

COMPLIANCE FORMS

ATTACHMENT #2

PROPOSER INFORMATION FORM Exceptions & Clarifications FMPA RFP 2020-236

✓	
	We DO NOT take exception to any items included in the RFP or Master Services Agreement.

	We TAKE exception as follows:

Company Name:	
Authorized Signature:	
Print/Type Name of Signer:	
Company Address:	
Telephone Number:	
Contact Email Address:	
Date:	

Minority Business Status: Yes ☐ No ☐ If yes, please indicate type and certificate # below

ATTACHMENT #2

Anti-Lobbying Declaration **Certification for Contracts, Grants, Loans and Cooperative Agreements** 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)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT #2

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 47 through 57 of this Request for Proposal, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT #2

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at _____ this _____ day of _____, 20____.

Proposer _____

By _____

Signature

Printed or Typed Name

Title _____

Complete Business Address of Proposer: _____

State of Incorporation

Complete Address of Principal Office

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Telephone (____) _____

Fax (____) _____

E-Mail _____

ATTACHMENT #2

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
[name of bidder or contractor]
is _____.

2. My relationship to _____
[name of bidder or contractor]
is _____
[relationship such as sole proprietor, partner, president, vice president].

3. 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 bid 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.

4. I understand that "convicted" or "conviction" is defined by the statute 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute 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.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

ATTACHMENT #2

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the _____ day of _____, 20____.

Notary Public

(Affix Seal)

My Commission Expires

Type or Printed Name

ATTACHMENT #2

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐

NO ☐

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐

NO ☐

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐

NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA RFP# 2020-236

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name

ATTACHMENT #2

DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more proposals which 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 proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned proposer in conformity with Florida Statute 287.087 hereby certifies that
_____ does:

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal 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 proposal, 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 this section.

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

Signature

Name of Proposer

Date

**DRAFT
MASTER SERVICES AGREEMENT**

ATTACHMENT #2

Master Services Agreement

This Master Services Agreement is entered into on this ____ day of _____, 2020, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and _____, with its principle place of business located at _____, ("Contractor").

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

FMPA's members are 31 municipal electric systems within the state of Florida.

Contractor is a company offering Utility Tree Trimming and Vegetation Management Services.

The parties desire for Contractor to perform the services more fully described in this agreement and Schedule A.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Scope of Services

FMPA is entering into this Master Services Agreement on behalf of its members for Contractor to provide its services as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference (the "Services"). For FMPA's members that desire for Contractor to furnish Services under this agreement ("Participating Members"), FMPA is acting as a "Solicitation Agent" only. Each Participating Member will issue a Purchase Order with project- specific technical specifications. In addition, the Participating Member's Purchase Order may carry additional terms and conditions as required by the Participating Member. All project-specific direction, guidance and invoicing will be conducted between the Participating Member and Contractor.

In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, or with the terms and conditions of a Participating Member's Purchase Order, the hierarchy will be as follows: 1) the terms of the Participating Member's Purchase Order, 2) the terms of this agreement, 3) the terms provided in Schedule A.

Section 2. Term & Termination

This agreement shall become effective upon the date stated in the introductory clause of this agreement, and shall remain in effect for a period of five years from the effective date. Thereafter, this agreement may be renewed on an annual basis upon mutual consent of the parties, for up to two additional one-year terms. Either party wishing to extend this agreement must notify the other party in writing no later than 60 days prior to the end of the then-current contract term of its desire to renew. If the other party does not respond to the renewal notification within 30 days of receipt, it will be deemed that the party consents to the renewal of the agreement.

ATTACHMENT #2

At any time, FMPA may terminate this contract, in whole or in part, for failure of Contractor to perform in accordance with the terms of this contract, or for any reason, at FMPA's sole discretion, upon 30 days prior written notice. Contractor may terminate this contract for cause upon 30 days prior written notice.

Any failure by Contractor to perform or comply with the terms and conditions of a Purchase Order issued under this agreement which continues for 10 calendar days after written notice from Participating Member to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Contractor. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity. Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Contractor for any Services performed under the Purchase Order prior to the termination date.

Section 3. Compensation and Payment

Participating Members will through their own initiative issue project-specific Purchase Orders to Contractor. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs or damages incurred pursuant to any Purchase Order entered into by them with Contractor.

Prices as stated in Schedule A will be firm for the first three years of this agreement, with pricing updates considered for years thereafter. Any price changes must be agreed to in writing at least 60 days prior to becoming effective.

Section 4. Independent Contractor Status

It is understood and agreed that Contractor is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Contractor agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Contractor will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Contractor for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA. Contractor agrees that it shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract. For purposes of this Section 4, the term FMPA includes FMPA's Participating Members.

Section 5. Standard of Care

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Contractor represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices. Contractor will re-performing at Contractor's expense any Services performed by Contractor which have failed to meet the above warranty, if such failure is promptly reported to Contractor not later than one (1) year following completion of the applicable

ATTACHMENT #2

Services. With respect to any equipment and/or materials provided pursuant to the Services, such shall be provided on an “as-is, where-is, with all-faults” basis, provided that Contractor shall pass through any manufacturer warranties available for assignment to FMPA and/or the applicable FMPA Participating Member with respect to any such equipment and/or materials. The foregoing remedy shall be client’s sole remedy for any failure of company to comply with its warranty obligations.

Section 6. Insurance

The Contractor shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Insurance Carrier Rating Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the Participating Member. Insurance coverage shall be provided by companies rated A- or better by Best’s Insurance Rating. The Participating Member reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. Contractor shall furnish Participating Members a copy of the insurance certificate prior to starting any work on site:

(a) **Workers Compensation and Employers Liability.** This insurance shall protect the Contractor against all claims under applicable state workers’ compensation laws. Contractor shall also be protected against claims for injury, disease, or death to employees which, for any reason, may not fall within the provisions of a state workers compensation law. The policy shall include an “all states” or “other states” endorsement. The liability limits shall be, at a minimum, as follows: Workers’ Compensation- Statutory; Employer’s Liability- \$500,000 each.

(b) **Commercial General Liability.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member (to the extent of Contractor’s indemnity obligations in this agreement) against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under this agreement and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than \$2 million combined single limit per occurrence / \$4 million general annual aggregate for bodily injury and property damage.

(c) **Automobile Liability Policy.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member (to the extent of Contractor’s indemnity obligations in this agreement) against all claims for injuries arising out of use of any auto including own, hired, or non-owned autos. Limits of liability will not be less than \$1 million in combined single limits for bodily injury and property damage.

(d) **Additional Insured.** All insurance coverages furnished under this contract, with the exception of workers compensation and employer’s liability shall include the Participating Member as an additional insured with respect to the activities of the Contractor. Any party named an additional insured pursuant to this Agreement shall be an additional insured where permissible by law but only to the extent the loss in question is caused by the negligent act or omission of the Contractor, and only to the extent necessary to provide coverage for the indemnity obligations expressly assumed by Contractor under this Agreement, and not in respect to any act or omission or operation of the Participating Member. It is the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.

ATTACHMENT #2

(e) **Waiver of Subrogation.** The Contractor shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

Contractor shall furnish Participating Member with certificates of insurance as evidence that the policies required under any applicable Purchase Order is in full force and effect.

Section 7. Indemnification

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Contractor during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA to the extent arising from the negligence, gross negligence, and/or intentional or willful misconduct of Contractor while performing work under this Agreement. The liability of the Contractor is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability. The indemnity and hold harmless obligations, however, shall not apply to the extent of FMPA's or a Participating Member's negligence, gross negligence, and/or intentional or willful misconduct. Neither party shall be liable to the other party for any incidental, indirect, special, punitive or consequential damages (including without limitation any damages relating to lost profits, revenue or loss of use) arising in connection with this agreement or any Purchase Order. The Contractor and its affiliates' maximum liability shall not exceed the greater of (i) the price set forth in the applicable Purchase Order, or (ii) the sum of the insurance policy limits required herein.

Section 8. General Terms and Conditions

(a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.

(b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.

(c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

(d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.

(e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover

ATTACHMENT #2

from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY

CONTRACTOR

By: _____

By: _____

ATTACHMENT #2

Schedule A

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as a place holder for RFP and awarded contractor's pricing information.

ATTACHMENT #2

STATEMENT OF NO PROPOSAL

Sharon Samuels
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819

We, the undersigned, have declined to submit a proposal on your Request for Proposals Number 2020-236, August 2020, Florida Municipal Power Agency Utility Tree Trimming and Vegetation Management Services - for the following reasons:

- ☐ We do not offer this service/product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements.
- ☐ Other

We understand that if the Statement of No Proposal letter is not executed and returned, our name may be deleted from the list of qualified proposers of the Florida Municipal Power Agency.

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____



Thanks for your interest in serving our Members.

CITY OF MOUNT DORA ELECTRIC UTILITIES VEGETATION MANAGEMENT

SECTION I - GENERAL REQUIREMENTS AND SPECIFICATIONS

STATEMENT OF PURPOSE

The City of Mount Dora (CITY), is an electrical municipal utility serving approximately 6100 citizens in Mount Dora, Florida.

SCOPE OF WORK

The City requires sufficient contractor resources to trim 45 miles of distribution power miles on a two-year cycle using line-mile rates. Vegetation management will be scheduled and administered by the Contractor in conjunction Designated Representative in accordance with these specifications. In addition one work-order crew will be requested on an as needed and or emergency response basis. The Contractor may be requested to provide back-up support for storm / hurricane restoration twenty-four hours a day / Seven days a week (24/7)

CONTRACT SPECIFICATIONS

Vegetation maintenance of distribution facilities is composed of foliage treatment as outlined by NESC Rule 218, and anticipated growth rates over the scheduled maintenance cycle. Pruning methods shall conform to ANSI A300 (Part 1) and supervised by qualified utility Certified Arborists by the International Society of Arboriculture. The contract includes a unit price cost to provide production mileage based power line clearance and dedicated work order crews based on time and material rates. Specific clearances and pruning methods are on pages 10-19.

The work performed under this contract will be performed near energized electrical conductors of the CITY's Electric Distribution System. The Contractor will establish and conform to safe work practices appropriate for such work. The Contractor will comply with operating procedures established by the CITY for such work and all procedures used to perform such work shall conform to federal OSHA, ANSI Z-133, State of Florida Bill 980, and local government requirements such as historic canopy areas. It is the responsibility of the Contractor to document instruction and training of their employees of possible hazards involved in working around energized conductors.

The Contractor shall coordinate their schedule based on all work locations with the CITY representative in order to assure continuity and maximum benefit. Fueling and icing of crew vehicles will be completed on Contractor's own time.

ATTACHMENT #3

WORK ORDER CREW STRUCTURE – TIME AND MATERIALS (AS REQUESTED)

The total available crew structure currently requires one crews capable of both bucket and rear lot climbing work for the purpose of time and material based trimming or unit removal work orders. Crew requirements may be requested for both seasonal and projected long term requirements by the CITY Designated Representative. The following are the minimum requirements for the production crew structure; modifications to this structure must be approved in writing by the CITY Designated Representative.

A. Work Order Crew, Time and Material

Two (2) man aerial lift trimming crews consisting of the following:

- One (1) Foreman
- One (1) Trimmer
- One (1) 50 ft. minimum working height fully articulating
aerial lift with its normal compliment of tools
- One (1) chipper (disc) 12"
- One (1) medium chain saw
- One (1) small chain saw
- One (1) pole clip
- One (1) pole saw

In addition to the above specified equipment and tools, the Contractor shall furnish all other items such as: ropes, climbing equipment, and all miscellaneous items required to perform the work described in these specifications. The price for equipment shall include fuels, lubricant and maintenance, but is not limited to these items. No charges shall be made for equipment while it is down for repairs, transporting vehicles for routine maintenance, fueling or general maintenance.

CREW SAFE WORK PROCEDURES

The work performed under this contract will be performed near energized electrical conductors of CITY's Distribution and Transmission System. The Contractor shall establish and conform to safe work practices appropriate for such work. The Contractor shall comply with operating procedures established by the Commission for such work and all procedures used to perform such work shall conform to federal OSHA, IEEE STD 516-2003, State of Florida, and local requirements. It is the responsibility of the Contractor to document the instruction and training of all their employees regarding the hazards involved in working around energized conductors.

Before starting work in an area where energized primary conductors are involved, the Contract Supervisor or someone assigned the responsibility by him will notify the Line Supervisor of the circuit number, work location and crew doing the work. If the Contractor Foreman feels the conditions warrant, he shall arrange with the Commission representative to have the automatic recloser turned off with the Line Supervisor. If this action is taken, it is imperative that the crews remain in contact with the Mount Dora Line Supervisor in the event there is an accidental trip-out so electric service can be restored in the shortest possible time. At the end of the work day the Mount Dora Line

ATTACHMENT #3

Supervisor will be notified of the crews leaving the area. If crews are working behind an automatic field recloser, which warrants the recloser being turned off, this request will be made through the Line Supervisor to co-ordinate with an Operations Switchman. The switching order will be returned to normal as soon as conditions warrant. In the event of severe weather entering our service area, every effort must be made to restore all circuits to normal operating conditions as soon as possible. Safe work practices will be followed at all times and where special requirements or hazards exist, they will be made known to the CITY representative and worked in the safest manner practical.

Line clearance crews shall verify and have the CITY power line circuit number they are working on displayed in a location easily observed on the exterior of the vehicle.

In the event of a serious accident where assistance is needed, the Contractor's crew shall notify the Line Supervisor of the type of assistance needed; the location, and the crew number, emergency aid shall also be solicited from the 911 emergency response system. The caller will remain in communications with Line Supervisor until all the information necessary in order to get emergency equipment to their location.

CREW PLACE OF REPORTING

The crew reporting location(s) for work Order, time and material crews must meet CITY's Designated Representative's approval. There will be (1) reporting locations in CITY. All costs will be borne by the Contractor. Crews will report to location closest to their work area. A Supervisor or General Foreman will be present at reporting locations at the beginning and end of each day. CITY reserves the right to change the place of reporting to best meet the needs of the Commission. This does not apply to Production Unit Crews.

DESIGNATION OF CREWS AND EQUIPMENT

To insure contract effectiveness and efficiency, the Contractor shall evaluate and determine the necessary size and composition of crews for distribution line clearance and work orders.

MAPS

The CITY will provide the Contractor with necessary copies of the distribution system. One copy of these maps should be retained by the supervisor as a record showing when specific areas were trimmed. The crew foreman shall annotate, sign and date a copy of the Tree Trim Area Map and return to the CITY Designated Representative when the work is completed in that area. Any field observations in the accuracy will be appropriately marked and brought to the attention of the Designated Representative. Additionally, the Contractor's supervisor will be provided an electronic copy of the primary system line maps in Adobe reader.

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INVOICING and PAYMENT

Invoices shall be rendered monthly for payment via electronic media and shall be supplemented with hard copies. An Aged trial balance reflecting any outstanding invoices shall be submitted monthly.

Invoices shall contain the following information at a minimum:

- A. Invoice period
- B. Production Circuit or Work Order
- C. Mileage associated with Production Circuits
- D. Total invoice amounts
- E. Any explanation deemed necessary
- F. Date
- G. Printed name and signature of inspector
- H. Completed Work Order accompanying invoice

TARIFFS, TOLLS, TAXES, PERMITS, AND LICENSES

It shall be the Contractor's responsibility to determine the applicable tariffs, tolls, taxes, permits, and licenses. If the Contractor is in doubt as to whether or not a tariff, tax, permit or license is applicable, they shall state in their Proposal whether this item has been included in their proposal price and the amount of the applicable tariff, tax, permit or license in question

REMOVAL/DISPOSAL OF TRASH, DEBRIS AND SOIL

Upon completion of work in distribution ROW's (right of way), each property, shall be raked and refuse shall be properly disposed of. Any damage to customer property will be reported immediately to Contractor supervision and the CITY Designated Representative. Any damage caused by the Contractor is the responsibility of the Contractor, and shall be restored to the customer's satisfaction within forty-eight (48) hours of the end of that workday.

Unless otherwise approved, all line clearing refuse shall be disposed of at an approved disposal facility and the cost shall be included in the per-mile cost. The Contractor shall be responsible for identifying, transport and disposal of all clearing refuse. The disposal of all refuse shall be documented in daily reports which shall include the amount of refuse disposed. Copies of disposal receipts shall be submitted with associated invoices

Before the work in a specific location is considered complete, all rubbish and unused material due to, or connected with, the work must be removed and the premises left in a

ATTACHMENT #3

condition satisfactory to the Commission. All property, public or private, disturbed or damaged during the execution of the work shall be restored to its former condition.

All necessary right-of-way utilization permits required in the performance of this contract, whether State, County, City or private, shall be provided by the CITY. Contractor shall be responsible for notification to all applicable permitting agencies before commencement of work and receipt of any required validation numbers issued by such agencies.

Regarding all other required permits for the performance of the work within this specification, the Contractor shall be responsible for obtaining all necessary permits/Licenses to ensure compliance with all applicable federal, state and municipal statutes. CITY will not reimburse the Contractor their costs for application or renewal of any necessary permits/Licenses.

TRAFFIC CONTROL

The Contractor will be responsible for all traffic control devices such as barricades, lights, steel plates, warning signs, flagmen, arrow boards or any other means of warning to prevent accident and injury to persons and property. The use of such devices shall be considered incidental to the overall project and the cost for the use of such devices shall be included in the unit prices. Concrete barriers are not included.

Contractor will post signs five (5) working days prior to any construction activity in areas, which is not having construction activities by other public agencies to inform the public. In residential areas the Contractor shall also go door to door and hand out notification of pending work 48 hours prior to the start of such work. The Contractor shall furnish the signs, however CITY project Administrator or their designee shall furnish to the Contractor the blank door notification notices.

The Contractor shall provide all traffic control plans required by CITY or governing agency. Work zone requiring traffic control will be in accordance with Manual on Uniform Traffic Control Devices and the State of Florida Utility Accommodation Guide. The Contractor will provide the necessary trained traffic control personnel as set forth in the Utility Accommodation Guide. The cost of this plan shall be considered incidental to the cost of the project.

The Contractor shall comply with Maintenance of Traffic Training, Sections 33.044, 334-048, 337.401 and 316.0745, Florida Statutes, Florida Administrative Code Rule 14-15.010 and 14-46.001, Federal-Aid Policy Guide 23 CFR Parts 630J and 655F (Federal Regulations).

To include Intermediate Traffic Control Course and Basic Flaggers Course, copies of current certificates will be supplied to the CITY project Administrator or their Designated representative annually.

DAMAGE TO THE WORK AND SURROUNDING AREA

ATTACHMENT #3

The Contractor shall take all necessary precautions against damage to the work from the elements or any other causes whatsoever. The Contractor shall rebuild, repair, restore or make good, without charge to CITY, damages to any portion of the materials and work before its completion and acceptance.

Precautions to prevent erosion and weather related damage to trenches shall be the Contractor's responsibility. The Contractor will be responsible for damages that might occur due to lack of adequate precautions.

All existing trees, fences, pipes, conduits, wire, manholes, embankments, or other structures in the vicinity of the work will be supported and protected from damage by the Contractor during the work. The Contractor will be liable for all damage done to such structures, as above provided and will save CITY harmless from any liability for expense or injuries, damages, or repairs. Mailboxes, signs, newspaper boxes, etc., may be removed and replaced.

REPORTING OF CREW LOCATIONS

Contractor shall provide daily reports to the CITY Designated Representative as directed regarding the location and transfer all crews. Additionally, the Contractor shall report every instance of ending the workday before the scheduled time and must provide justification of such occurrence(s). Reports shall be transmitted to the CITY Contractor Administrator via email before work for each day commences.

EMERGENCY RESPONSE/RESTORATION

The Contractor crews shall be able to respond to after hour emergencies no longer than two hours after receiving a call from the CITY's Project Manager, their designee or CITY dispatch. Response is defined as being at the requested job-site location.

Contractor shall provide first right of refusal to the CITY for any additional backup crews for storm restoration work. The availability of backup crews shall be twenty-four hours seven days a week, if necessary. Contractor crew response time will be a factor in proposal evaluation process. The intent of emergency work is to provide line clearance in the restoration of power in a quick, safe, efficient manner to the CITY's customers.

CUSTOMER NOTIFICATION

Contractor shall notify property City's prior to trimming on customers' property. The Contractor shall be responsible for a courtesy notification to the property City's of the actual date(s) that trimming is to be performed. Trimming notification (door hanger) shall be sent out at least 48 hours prior to trimming. Trimming notification (direct mail) shall be sent out at least 10 days prior to trimming. Customers notified more than ninety (90) days prior to start of the work must be re-notified at least 48 hours prior to the start of work. E-mail notification to the Designated Representative and designated customer

ATTACHMENT #3

service representative shall be performed 30 days prior to scheduled work of a production circuit. This will allow ample time for a billing insert to give customer a first notification of vegetation maintenance.

Contractor shall document every instance where Contractor is unable to secure permission from property City's to trim on their property, and proceed to trim as much as acceptable by property CITY. Contractor shall make every effort to secure the desired clearances. Contractor should always notify the resident prior to conducting any trimming activities. Contractor shall notify the CITY Designated Representative whenever permission to trim on private property is not granted.

TREE TRIMMING



The City of Mount Dora Electric Utilities primary goal for trimming trees away from power lines is **PUBLIC SAFETY**.

- When trimming a tree more than 10' from the power line, or any limb larger than 4" diameter breast height (DBH), the tree crew shall initiate customer contact prior to trimming.
- If the customer is not present, a door hanger shall be left, and Davey will wait three days before trimming to give the customer time to call.

A photograph of a large tree in a residential yard. A red circle with a "10'" label indicates a clearance zone around a power line. A yellow dashed line outlines a limb of the tree. A yellow arrow points from the text "COMMUNICATE FIRST" to the tree.

ANY TREE TRIMMING MORE THAN 10' FROM POWER LINES OR ANY LIMB LARGER THAN 4" DBH

REQUIRES CUSTOMER CONTACT FIRST.

Why we are trimming?
To insure public safety by providing 10' of clearance from energized power lines.

Why are we requesting to trim more than 10'?
We normally trim an extended branch back to the main branch, to insure the health of the tree. These pruning practices are recommended by the Internal Society of Arboriculture. These cuts are called branch collar cuts.

Trees within the designated 10' defined clearance area, or dangerous/hazardous trees where the property CITY refuses permission to trim or remove, must be reported in writing to the CITY Designated Representative. A "Permission for Tree Trimming," can be used for this purpose with suitable notations that a property CITY refused permission. The Contractor shall retain a copy of this form for his records.

Customer's Refusal to Grant Permission

ATTACHMENT #3

Every effort must be made by the Contractor to obtain permission from the customer to trim trees prior to the start of any work. Efforts to contact customers for permission to trim trees shall be in the form of mailers, door hangers, and customer visits to include three (3) subsequent successful visits (meeting with the customer in person) to obtain permission. However, if permission is not granted prior to completing the trimming on the entire feeder, CITY staff will intervene and attempt to obtain permission. If permission is granted within the six (6) months of completion of the circuits, trimming will be included within production unit rates.

Customer Complaints

Contractor shall contact all customer complaints within two working days of the initial complaint, and resolve any reasonable complaint or claim. CITY's Designated Representative shall be kept informed of the status of all complaints.

CREW TOOLS AND EQUIPMENT

The Contractor shall furnish all labor, tools, equipment, transportation and materials. Trucks and equipment used in Time and Material work orders shall not be more than 7 years old, all other tools, trucks and equipment used within the contract shall be of high quality in every respect, their appearance and operability should reflect acceptable maintenance and shall be new or in like new condition. Contractor's employees shall be clean and present as good an appearance as the job conditions permit. Crews shall conduct themselves in a professional and courteous manner. Contractor's equipment shall be kept in neat appearance and in good operating condition at all times. Modern tools shall be used and kept in good working order. Adequate first aid supplies shall be available in all vehicles. CITY shall provide decals identifying the Contractor as a CITY vendor; the decal shall be attached to all vehicles where it is clearly visible. CITY shall not be responsible nor be charged any fees because of inoperative equipment. The rates for downtime credits shall be in accordance with the Proposal Data section of these documents.

VEGETATION IN SCHOOLS AND PARKS

Trees should be trimmed in a manner so as to discourage climbing by anyone and to provide maximum safety against possible wire contact. Trees in playgrounds, schoolyards, and parks should receive particular attention to reduce the accessibility of wires to persons climbing the trees.

MITIGATION PLANS

If a Contractor is released for hurricane damage relief work at another utility, upon return, a hurricane relief mitigation plan will be agreed upon to enable CITY to stay on schedule. If weather or ROW (right of way) access conditions obstruct proper treatment during the maintenance schedule, a mitigation plan will be outlined and reviewed with

ATTACHMENT #3

the Contractor to maintain the CITY schedule and CITY commission goals.

QUALITY CONTROL

All work performed by the Contractor is subject to inspection and approval by the Commission. Any work not meeting Commission or generally accepted line clearance standards or turned in falsely will be redone at no cost to the Commission. The actual cost of the second inspection will be billed to Contractor. A pre-inspection and post inspection shall be conducted to insure overall consistency and quality control of vegetation maintenance. The Contractor shall maintain a weekly contract maintenance schedule indicating treatment progress. A formal review of production progress shall be conducted quarterly.

STORM SUPPORT

City of Mount Dora may need efficient, reliable storm recovery services during the hurricane season. Contractor shall establish a storm Administrator and be prepared to provide emergency support services in storm restoration at the direction of CITY utilizing those crews that routinely provide services to CITY. CITY may request more help should it be available.

Contractor shall appoint an On-Site Storm Administrator and be prepared to provide emergency support services before, during, and after severe weather conditions at the direction of CITY.

Invoicing for such activities shall be at the Time and Material Rates as proposed and established in this contract. Overtime is established at 1.5 times the hourly rate. There is no premium on equipment rental. Meals, lodging, tolls, or miscellaneous expenses legitimately incurred will be reimbursed or provided by CITY.

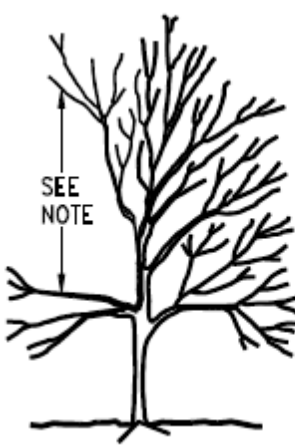
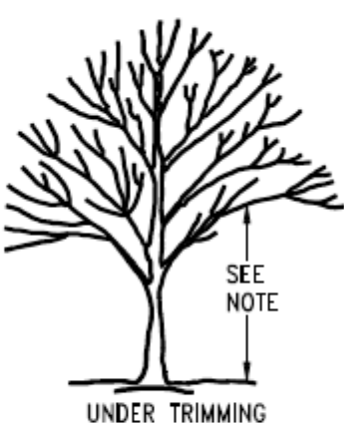
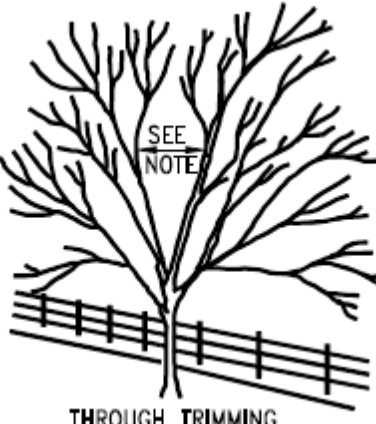
All such storm related restoration activities shall be specifically requested and monitored by CITY in lieu of the routine services that are the basis for this contract.

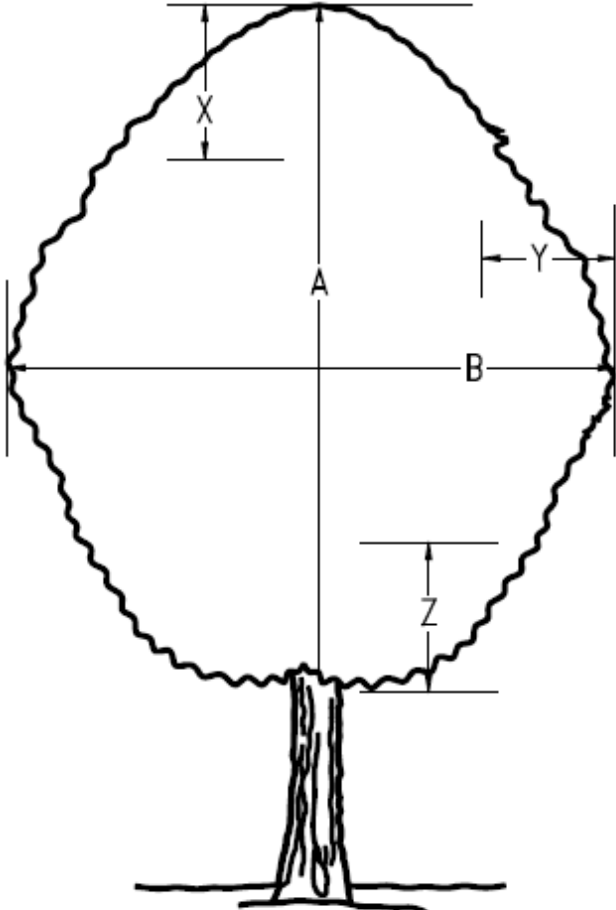
The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories and that CITY is under no obligation to solicit such information if it is not included with the proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the proposal.

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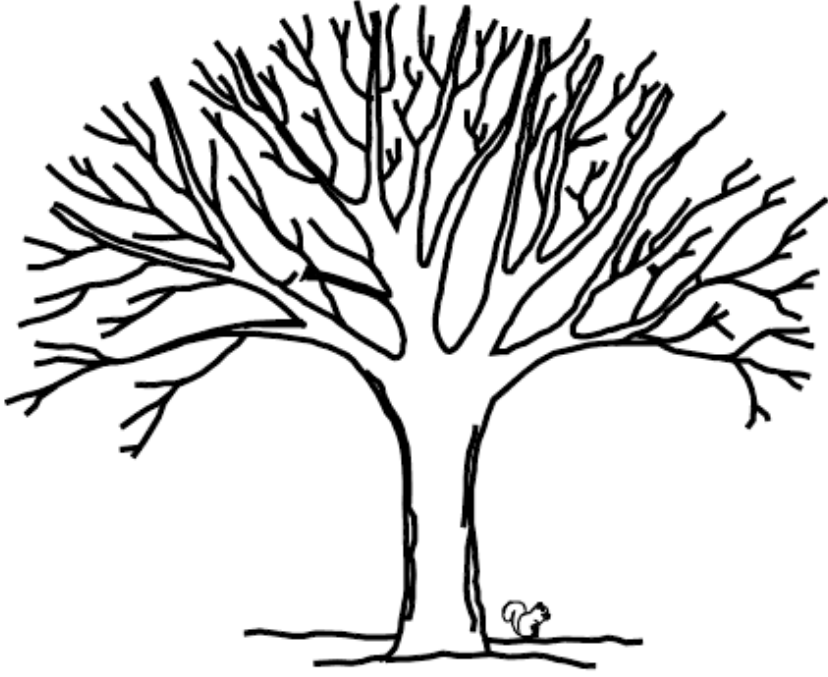
VEGETATION CLEARANCES AND PRUNING METHODS

VEGETATION CLEARANCE FOR DISTRIBUTION				13			
*10 FEET MINIMUM CONDUCTOR CLEARANCE (MAINTENANCE TRIMMING REQUIRED) DANGER TREE REMOVAL AREA *1 FOOT CLEARANCE FOR SECONDARIES AND NEUTRALS THE AMOUNT OF CLEARANCE REQ'D DURING TRIMMING BASED FROM 1. NESC MINIMUM REQUIREMENTS 2. CYCLE LENGTH 3. LINE VOLTAGE 4. TREE SPECIES 5. GROWING CONDITION 6. R.O.W. LIMITATIONS RECOMENDED SPECIES MATURE HEIGHT 14' SECONDARY - UNDER 600V DISTRIBUTION - 601 TO 50,000V TRANSMISSION - 50,000V LINEMAN CLIMBING ZONE 3 FEET POLE CLEARANCE RECOMMENDED							
NOTES: 1. MINIMUM INDICATES CLEARANCE REQUIRED AT ALL TIMES. 2. THE MOTION OF POLES, CONDUCTORS AND TREES UNDER ADVERSE WEATHER CONDITIONS MUST BE CONSIDERED IN MAINTAINING MINIMUM CLEARANCES. 3. DEFINITION: READILY CLIMBABLE - HAVING SUFFICIENT HANDHOLDS AND FOOTHOLDS TO PERMIT AN AVERAGE PERSON TO CLIMB EASILY WITHOUT USING A LADDER OR OTHER SPECIAL EQUIPMENT.							
DISTRIBUTION VEGETATION MANAGEMENT							
01	03/21/07	REVISION 1 AS PER MARK-UPS	WRZ	Drawn by	Checked by	Approved by	Date
No.	Date	Revision	Ck.	JLJ	WRZ	W ZIMMERMAN	12/05/06

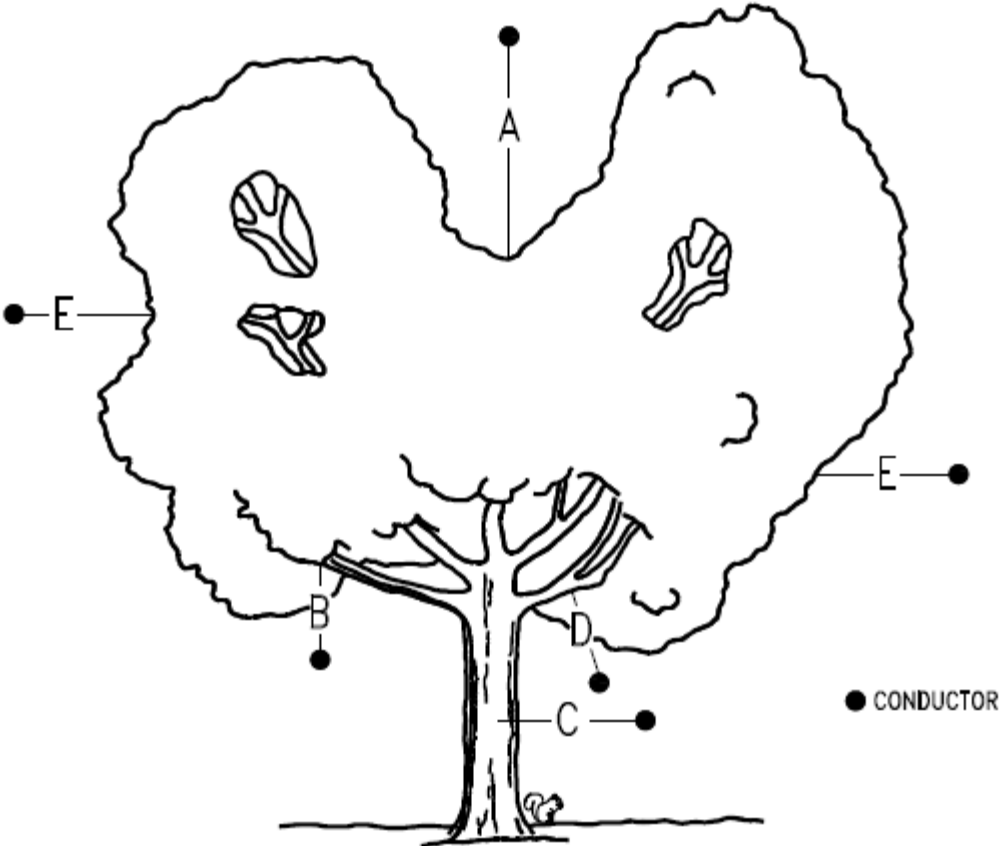
NATURAL PRUNING				XX
 SEE NOTE SIDE TRIMMING  SEE NOTE UNDER TRIMMING  SEE NOTE THROUGH TRIMMING THE "NATURAL PRUNING" METHOD OF TREE TRIMMING WILL BE USED FOR SIDE TRIMMING, UNDER TRIMMING, & THROUGH TRIMMING. SIDE TRIMMING WILL BE DONE SELECTIVELY CUTTING OF SECONDARY MAIN LEADERS BACK TO A STRONG JUNCTION OF A LARGE LIMB OR THE MAIN TRUNK. REMOVE AS MANY OVERHANGING LIMBS AS PRACTICAL REMOVE ALL DEAD AND WEAK LIMBS. UNDER TRIMMING WILL BE DONE BY REMOVING ALL DEAD WOOD ABOVE THE LINE AND SELECTIVE TRIMMING OF LOWER BRANCHES TO ALLOW PROPER CONDUCTOR CLEARANCE. THROUGH TRIMMING WILL BE DONE BY REMOVING BRANCHES WITHIN THE CROWN TO ALLOW CONDUCTOR CLEARANCE THROUGH THE CENTER OF THE TREE SELECTIVELY TRIM DEAD AND WEAK LIMBS ABOVE THE CONDUCTORS. NOTE: REFER TO SEC. 19 PG. 1 FOR RECOMMENDED MINIMUM CLEARANCES OF CONDUCTORS AT TIME OF TRIMMING.				
				DISTRIBUTION VEGETATION MANAGEMENT
No.	Date	Revision	Ck.	Drawn by
				XX
				Checked by
				I
				Approved by
				I
				Date
				XX-XX-XX

TREE SHADE REDUCING LIMITS				XX															
GENERAL LIMITS FOR REDUCING SHADE TREES AT TIME OF LINE CONSTRUCTION  TOPPING (X) AND UNDERCUT (Z) MAY EACH BE A MAXIMUM OF 20% OF (A) SIDE CUT (Y) MAY BE A MAXIMUM OF 15% OF (B). NOTE: THIS SKETCH INDICATES THE EXTENT TO WHICH THE AVERAGE SHADE TREE MAY BE REDUCED IN SIZE TO PROVIDE CLEARANCE AT TIME OF OVERHEAD LINE CONSTRUCTION. ABOVE SPECIFICATIONS ARE NOT GENERALLY APPLICABLE TO FOREST TYPE TREES.																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center; padding: 5px;">DISTRIBUTION VEGETATION MANAGEMENT</th> </tr> </thead> <tbody> <tr> <td style="width: 25%; padding: 5px;">Drawn by</td> <td style="width: 25%; padding: 5px;">Checked by</td> <td style="width: 25%; padding: 5px;">Approved by</td> <td style="width: 25%; padding: 5px;">Date</td> </tr> <tr> <td style="text-align: center; padding: 5px;">XX</td> <td style="text-align: center; padding: 5px;">X</td> <td style="text-align: center; padding: 5px;">X</td> <td style="text-align: center; padding: 5px;">XX-XX-XX</td> </tr> </tbody> </table>								DISTRIBUTION VEGETATION MANAGEMENT				Drawn by	Checked by	Approved by	Date	XX	X	X	XX-XX-XX
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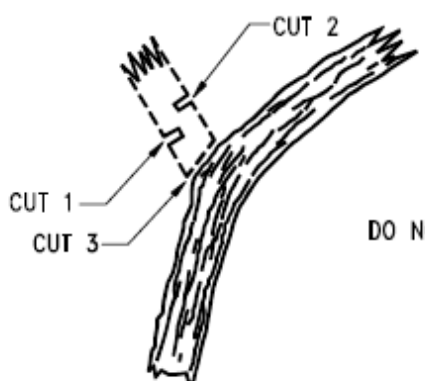
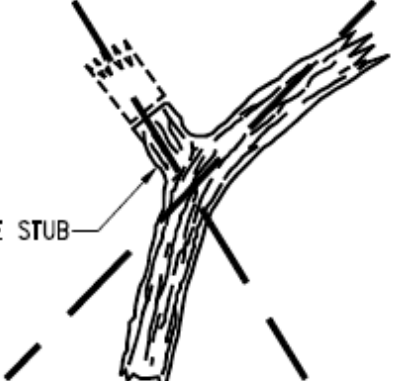
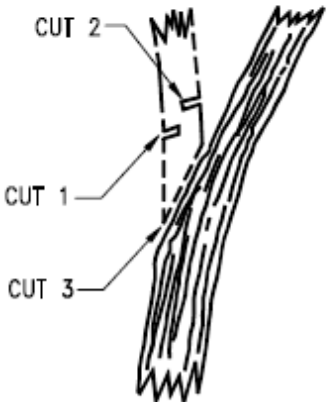
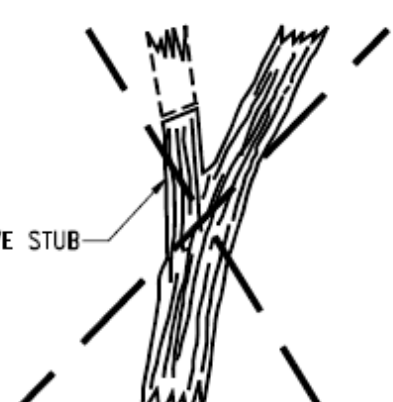
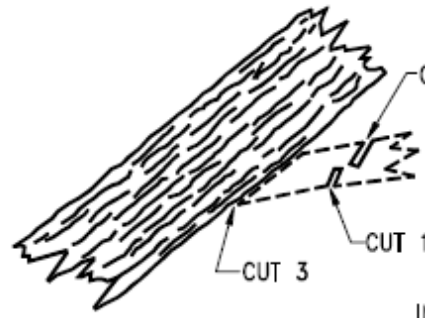
ATTACHMENT #3

ROUND OVER OR FORMAL PRUNNING				XX			
ALTERNATE METHOD OF TRIMMING FOR TREES LOCATED DIRECTLY BENEATH A POWER LINE (NOT ROUTINE)							
							
THE ROUND OVER METHOD OF TRIMMING SHOULD BE AVOIDED WHENEVER POSSIBLE. WHEN IT IS NECESSARY TO DO THIS TYPE OF TRIMMING, AN EFFORT SHOULD BE MADE TO SELECTIVELY THIN OUT THE TREE.							
				DISTRIBUTION VEGETATION MANAGEMENT			
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No.	Date	Revision	Ck.	XX	X	X	XX-XX-XX

ATTACHMENT #3

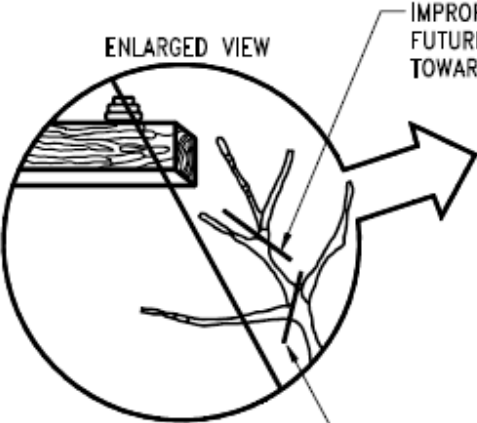
MINIMUM CLEARANCES OF CONDUCTOR				XX																											
RECOMMENDED MINIMUM CLEARANCE OF CONDUCTORS AT TIME OF TRIMMING FEET 																															
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XX	X	X	XX-XX-XX																												

TREE TRIMMING METHODS CONTINUED				XX			
● THE TREE SHOULD BE PRUNED TO ELIMINATE ALL STUBS ● IDENTIFY THE BRANCH COLLAR AND THE BRANCH BARK RIDGE ● PRUNE ALL BRANCHES SO AS TO PROTECT THE BRANCH COLLAR AND THE BRANCH BARK RIDGE ● DO NOT CUT THE BRANCHES FLUSH WITH THE TRUNK THE DROP CROTCH PRUNING PRINCIPLE REQUIRES THAT THE PORTION OF THE BE REMOVED AT A LATERAL BRANCH AT LEAST ONE THIRD THE SIZE OF THE PART BEING REMOVED							
DISTRIBUTION VEGETATION MANAGEMENT							
No.	Date	Revision	Ck.	Drawn by	Checked by	Approved by	Date
				XX	X	X	XX-XX-XX

TREE TRIMMING METHODS				XX			
 CUT 1 CUT 2 CUT 3 PROPER DROP CROTCH  DO NOT LEAVE STUB INCORRECT  CUT 1 CUT 2 CUT 3 PROPER DROP CROTCH  DO NOT LEAVE STUB INCORRECT  CUT 1 CUT 2 CUT 3 PROPER DROP CROTCH  DO NOT LEAVE STUB INCORRECT							
DISTRIBUTION VEGETATION MANAGEMENT							
No.	Date	Revision	Ck.	Drawn by XX	Checked by X	Approved by X	Date XX-XX-XX

ATTACHMENT #3

TREE TRIMMING PROPER PRUNING				XX			
PROPER PRUNING: IMPORTANCE OF BRANCH COLLAR							
DISTRIBUTION VEGETATION MANAGEMENT							
				Drawn by	Checked by	Approved by	Date
No.	Date	Revision	Ck.	XX	X	X	XX-XX-XX

ROUND OVER OR FORMAL PRUNING				XX				
 PROPER LOCATION OF CUT: FUTURE GROWTH IS DIRECTED TOWARD THE WIRE  PRUNING CUTS SHOULD BE LOCATED TO DIRECT GROWTH AWAY FROM THE WIRES  A) PRUNING AT A ON A SPREADING LIMB WILL ENCOURAGE UPRIGHT GROWTH  B) PRUNING AT B ON UPRIGHT GROWING LIMBS WILL ENCOURAGE MORIZONTAL SPREADING GROWTH								
DISTRIBUTION VEGETATION MANAGEMENT								
					Drawn by	Checked by	Approved by	Date
No.	Date	Revision	Ck.		XX	X	X	XX-XX-XX

ATTACHMENT #3

TRIMMING BENEATH POWER LINES				XX			
PREFERRED METHOD OF TRIMMING FOR TREES LOCATED DIRECTLY BENEATH A POWER LINE "NATURAL PRUNING"   CUT BRANCHES FLUSH AT A SUITABLE PARENT LIMB BACK TOWARD THE CENTER OF THE TREE LARGE BRANCHES SHOULD BE REMOVED TO LATERALS AT LEAST 1/3 THE DIAMETER OF THE BRANCH BEING REMOVED.							
DISTRIBUTION VEGETATION MANAGEMENT							
No.	Date	Revision	Ck.	Drawn by	Checked by	Approved by	Date
				XX	X	X	XX-XX-XX

ATTACHMENT #3

A. Distribution Pricing Line Mile

Unit price cost per mile for distribution vegetation maintenance per RFP specifications and contract documents in the Mount Dora service Area.

CIRCUIT	MILES	CYCLE YEAR		Cost per Mile	Circuit Total Cost
		1	2		
M598	7.4	7.4		\$13,434.0	\$99,411.60
M593	9.2	9.2		\$13,434.0	\$123,592.80
M594	3.5	3.5		\$13,434.0	\$47,019.0
M595	8.0		8.0	\$13,434.0	\$107,472.0
M596	8.4		8.4	\$14,544.0	\$122,169.60
M597	8.2		8.2	\$14,544.0	\$119,260.80
Total Miles	44.7	20.1	24.6	Total System Cost	\$618,925.8

The Contractor shall provide the production unit supervisor and the necessary equipment for field e-mail capability (wireless laptop shall be the method for field e-mail capability) to be included in the unit per line mile cost.

B. Pricing Work Order Crews

Time and material rates shall apply to Work Order crews when they are requested for work orders, occasional storm work or other CITY scheduled demand work. The Contractor shall provide a General Foreman for supervision of Work Order crews capable of both bucket and rear lot climbing work. Additional crews may be requested for both seasonal and projected long term requirements by the CITY Designated Representative. The Work Order General Foreman shall have the necessary equipment for field e-mail capability (wireless laptop shall be the method for field e-mail capability). Contractor Job Description Class and minimum length of experience must be submitted for all personnel proposed for work under this contract. The CITY Designated Representative shall authorize time and material rates for emergency conditions, call-out and or work orders outside of scheduled maintenance. Overtime shall be paid at a rate of 1.5 per hour on an exception basis with prior approval from the CITY Designated Representative.

ATTACHMENT #4**Master Services Agreement**

This Master Services Agreement is entered into on this 1 day of October 2020, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and Lewis Tree Service, Inc., with its principle place of business located at 300 Lucius Gordon Drive, West Henrietta, NY 14586, ("Contractor").

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

FMPA's members are 31 municipal electric systems within the state of Florida.

Lewis Tree Service, Inc. is a company offering Utility Tree Trimming and Vegetation Management Services.

The parties desire for Lewis Tree Service, Inc. to perform the services more fully described in this agreement and Schedule A.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Scope of Services

FMPA is entering into this Master Services Agreement on behalf of its members for Lewis Tree Service, Inc. to provide its services as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference (the "Services"). For FMPA's members that desire for Lewis Tree Service, Inc. to furnish Services under this agreement ("Participating Members"), FMPA is acting as a "Solicitation Agent" only. Each Participating Member will issue a Purchase Order with project-specific technical specifications. In addition, the Participating Member's Purchase Order may carry additional terms and conditions as required by the Participating Member. All project-specific direction, guidance and invoicing will be conducted between the Participating Member and Lewis Tree Service, Inc.

In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, or with the terms and conditions of a Participating Member's Purchase Order, the hierarchy will be as follows: 1) the terms of the Participating Member's Purchase Order, 2) the terms of this agreement, 3) the terms provided in Schedule A.

Notwithstanding any provision or specification of this agreement to the contrary, Lewis Tree Service, Inc. shall not be required to handle, store, transport, apply, or dispose of any product containing N-(phosphonomethyl) glycine (or "Glyphosate") or any of its chemical

ATTACHMENT #4

derivatives as part of its performance obligations under this agreement; any subsequent amendment to this agreement or any document that is incorporated herein by reference and is contrary to the foregoing restriction shall only take effect upon the specific written approval of FMPA and Lewis Tree Service, Inc.'s Chief Financial Officer or Risk Manager, or his or her designee.

Section 2. Term & Termination

This agreement shall become effective upon the date stated in the introductory clause of this agreement, and shall remain in effect for a period of five years from the effective date. Thereafter, this agreement may be renewed on an annual basis upon mutual consent of the parties, for up to two additional one-year terms. Either party wishing to extend this agreement must notify the other party in writing no later than 60 days prior to the end of the then-current contract term of its desire to renew. If the other party does not respond to the renewal notification within 30 days of receipt, it will be deemed that the party consents to the renewal of the agreement.

At any time, FMPA may terminate this contract, in whole or in part, for failure of Lewis Tree Service, Inc. to perform in accordance with the terms of this contract, or for any reason, at FMPA's sole discretion, upon 30 days prior written notice. Lewis Tree Service, Inc. may terminate this contract for cause upon 30 days prior written notice.

Any failure by Lewis Tree Service, Inc. to perform or comply with the terms and conditions of a Purchase Order issued under this agreement which continues for 10 calendar days after written notice from Participating Member to Lewis Tree Service, Inc. demanding that such failure to perform be cured, shall be deemed an event of default by Lewis Tree Service, Inc. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity. Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Lewis Tree Service, Inc. for any Services performed under the Purchase Order prior to the termination date.

Section 3. Compensation and Payment

Participating Members will through their own initiative issue project-specific Purchase Orders to Lewis Tree Service, Inc. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs or damages incurred pursuant to any Purchase Order entered into by them with Lewis Tree Service, Inc.

The total price for Services shall be as agreed to between Lewis Tree Service, Inc. and Participating Member(s) as set forth in the individual Purchase Order(s), which may include a not-to-exceed price set forth by the Participating Member(s). Lewis Tree Service, Inc. shall not exceed any such not-to-exceed price without the prior written agreement of the Participating Member(s).

ATTACHMENT #4

Prices as stated in Schedule A will be firm for the first three years of this agreement, with pricing updates considered for years thereafter. Any price changes must be agreed to in writing at least 60 days prior to becoming effective.

Section 4. Independent Contractor Status

It is understood and agreed that Lewis Tree Service, Inc. is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Lewis Tree Service, Inc. agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Lewis Tree Service, Inc. will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Lewis Tree Service, Inc. for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Lewis Tree Service, Inc. Lewis Tree Service, Inc. retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA. Lewis Tree Service, Inc. agrees that it shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract. For purposes of this Section 4, the term FMPA includes FMPA's Participating Members.

Section 5. Standard of Care

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Lewis Tree Service, Inc. represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices. Lewis Tree Service, Inc. will re-performing at Lewis Tree Service, Inc.'s expense any Services performed by Lewis Tree Service, Inc. which have failed to meet the above warranty, if such failure is promptly reported to Lewis Tree Service, Inc. not later than one (1) year following completion of the applicable Services. With respect to any equipment and/or materials provided pursuant to the Services, such shall be provided on an "as-is, where-is, with all-faults" basis, provided that Lewis Tree Service, Inc. shall pass through any manufacturer warranties available for assignment to FMPA and/or the applicable FMPA Participating Member with respect to any such equipment and/or materials. The foregoing remedy shall be client's sole remedy for any failure of company to comply with its warranty obligations.

Section 6. Insurance

The Lewis Tree Service, Inc. shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Insurance Carrier Rating Coverages provided by the Lewis Tree Service, Inc. must be underwritten by an insurance company deemed acceptable by the Participating Member. Insurance coverage shall be provided by companies rated A- or better by Best's Insurance Rating. The Participating Member reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. Lewis Tree Service, Inc. shall furnish Participating Members a copy of the insurance certificate prior to starting any work on site:

ATTACHMENT #4

(a) **Workers Compensation and Employers Liability.** This insurance shall protect the Lewis Tree Service, Inc. against all claims under applicable state workers' compensation laws. Lewis Tree Service, Inc. shall also be protected against claims for injury, disease, or death to employees which, for any reason, may not fall within the provisions of a state workers compensation law. The policy shall include an "all states" or "other states" endorsement. The liability limits shall be, at a minimum, as follows: Workers' Compensation- Statutory; Employer's Liability- \$500,000 each.

(b) **Commercial General Liability.** This insurance shall be written on an occurrence type policy and shall protect the Lewis Tree Service, Inc. and the Participating Member (to the extent of Lewis Tree Service, Inc.'s indemnity obligations in this agreement) against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Lewis Tree Service, Inc. under this agreement and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than \$2 million combined single limit per occurrence / \$4 million general annual aggregate for bodily injury and property damage.

(c) **Automobile Liability Policy.** This insurance shall be written on an occurrence type policy and shall protect the Lewis Tree Service, Inc. and the Participating Member (to the extent of Lewis Tree Service, Inc.'s indemnity obligations in this agreement) against all claims for injuries arising out of use of any auto including own, hired, or non-owned autos. Limits of liability will not be less than \$1 million in combined single limits for bodily injury and property damage.

(d) **Additional Insured.** All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Lewis Tree Service, Inc. Any party named an additional insured pursuant to this Agreement shall be an additional insured where permissible by law but only to the extent the loss in question is caused by the negligent act or omission of the Lewis Tree Service, Inc., and only to the extent necessary to provide coverage for the indemnity obligations expressly assumed by Lewis Tree Service, Inc. under this Agreement, and not in respect to any act or omission or operation of the Participating Member. It is the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.

(e) **Waiver of Subrogation.** The Lewis Tree Service, Inc. shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

Lewis Tree Service, Inc. shall furnish Participating Member with certificates of insurance as evidence that the policies required under any applicable Purchase Order is in full force and effect.

ATTACHMENT #4**Section 7. Indemnification**

To the fullest extent permitted by law, the Lewis Tree Service, Inc., its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Lewis Tree Service, Inc. during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA to the extent arising from the negligence, gross negligence, and/or intentional or willful misconduct of Lewis Tree Service, Inc. while performing work under this Agreement. The liability of the Lewis Tree Service, Inc. is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability. The indemnity and hold harmless obligations, however, shall not apply to the extent of FMPA's or a Participating Member's negligence, gross negligence, and/or intentional or willful misconduct. Neither party shall be liable to the other party for any incidental, indirect, special, punitive or consequential damages (including without limitation any damages relating to lost profits, revenue or loss of use) arising in connection with this agreement or any Purchase Order. The Lewis Tree Service, Inc. and its affiliates' maximum liability shall not exceed the greater of (i) the price set forth in the applicable Purchase Order, or (ii) the sum of the insurance policy limits required herein.

Section 8. General Terms and Conditions

- (a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.
- (b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.
- (c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.
- (d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.
- (e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

ATTACHMENT #4

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY

LEWIS TREE SERVICE, INC.

Signature: Jacob Williams
304752207C31407...

Signature: [Handwritten Signature]

By: Jacob Williams
Gen. Mgr. & CEO

By: Robert A Petrone SVR/CFO

ATTACHMENT #4

Schedule A

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as a place holder for awarded contractor's pricing information to follow.

ATTACHMENT #4

PROPOSAL TO FURNISH UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES FOR THE FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT

I have carefully examined the Request for Proposal, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all terms and conditions of this bid; exceptions have been noted on Proposer Form.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheets BF-2 and BF-8.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount 0 % for payment made within days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-8.

Prices quoted shall remain firm and irrevocable for a period of 3-year term.

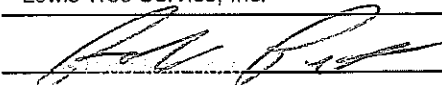
ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number None Dated

Number Dated

Respectfully submitted:

Company Name: Lewis Tree Service, Inc.

Signature: 

(Authorized Representative)

Robert A. Petrone - CFO/VP

(Type or Print Name of Signer)

Address: 300 Lucius Gordon Drive

West Henrietta, New York 14586

E-Mail Address: Robert.Petrone@lewistree.com

Telephone Number:

Toll Free Number: (800) 333-1593

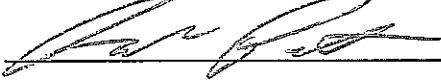
Date: 9/14/2020

BF - 1

ATTACHMENT #4

FMPA RFP 2020-036 Distribution System Pricing

Contractor Company Name: Lewis Tree Service, Inc.

Authorized Signature: 

Date: 9/14/20

PRICING:

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the bid submittals.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded Bidder(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

DISTRIBUTION

Distribution System Work To Include Labor, Equipment, Materials and Disposal.	
Description (Higher Vegetation Foliage)	Unit Price (per mile)
Mileage Rate for 3-person crew ¹ , including aerial lift	\$ See cover letter
Non-truck Accessible – Climbing Crew Trimming	\$ See cover letter
Truck Accessible Street Access 3-person crew ¹ – w/ aerial lift	\$ See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	\$ See cover letter
¹ For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
Description (Lower Vegetation Foliage)	Unit Price (per mile)
Mileage Rate for 3-person crew ¹	\$ See cover letter
Mileage Rate for 3-person crew ¹ , including aerial lift	\$ See cover letter
Non-truck Accessible – Climbing Crew Trimming	\$ See cover letter
Truck Accessible Street Access 3-person crew ¹ – w/ aerial lift	\$ See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	\$ See cover letter
¹ For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
If there is an adder price for areas of <i>extremely</i> dense foliage, please list cost here (per mile).	\$ N/A
If there is an adder price for water ways or other terrain, please list cost here (per mile).	\$ N/A

ATTACHMENT #4

Distribution System Work TREE REMOVAL To Include Labor, Equipment, Materials and Disposal.	
Diameter Breast Height	Unit Price Per Tree
0" to 6"	\$ 197.79
6" to 8"	\$ 208.72
9" to 18"	\$ 961.05
19" to 24"	\$ 1,815.31
24+"	\$ Hourly
Tree Stump Grinding	\$ 158.40

CHEMICAL APPLICATION PRICING	
	Unit Price
Low Vol Backpack Foliar (<i>Per acre</i>)	\$ 185.50
Basal Treatment (<i>Per acre</i>)	\$ 220.00
Soil Injection (<i>per tree</i>)	\$ 201.00 *

* With a minimum of \$ 25,000 worth of work. This is due to the cost of the product, equipment, and logistics of crew training

EQUIPMENT			
Item	Unit Price	Item	Unit Price
Aerial Lift	\$ 24.66	All Terrain Tree Trimmer	\$ 77.98
Chipper	\$ 6.68	Lift Truck-mileage	\$ 1.91
Power Saw	\$ 1.57	Pickup Truck-mileage	\$ 1.43
Back Yard Lift	\$ 21.25	Truck Left Behind	\$ 12.33
Trailer	\$ 3.96	Chipper Left Behind	\$ 3.34
Split Dump	\$ 13.79	Weed Eater	\$ 1.57
Pole Power Saw	\$ 1.57	Prentice Loader	\$ 61.91
Full-size Pick-up	\$ 12.63	Heavy Brush Cutter	\$ 103.19
4WD Pick-up	\$ 15.54	Stump Grinder	\$ 27.95
Tractor	\$ 26.87	Off-Road Aerial Lift	\$ 24.20
Bush Hog	\$ 17.20		

ATTACHMENT #4

Hourly Labor Rates (\$/Hr)				
	Standard Rate	Overtime Rate	Other Rate if applicable	Other Rate if applicable
Tree Trimmer	\$36.94	\$49.87		
Groundsman	\$32.72	\$44.18		
Supervisor	\$59.87	\$80.83		
General Foreman	\$47.82	\$64.56		
Climber	\$36.94	\$49.87		
Mowing Grounds Person	\$40.17	\$54.23		
Spray Technician	\$47.82	\$64.56		
Other Crew Foreman	\$40.17	\$54.23		
Other				
Certified Arborist	\$47.82	\$64.56		

In reference to Section 3, of the terms and conditions, please indicate if you are unable to provide service in a particular zone by listing the zone number(s) here.

Unable in Zones 2, 3, 4, 5

Mobilization				
Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see zone map).				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Hourly Crew Price				

Mobilization and Other Charges	
	Unit Price
Charge if work is cancelled <u>prior</u> to mobilization	\$Hourly Rate x 4 hours
Charge if work is cancelled <u>after</u> to mobilization	\$Hourly rate x 8 hours
Per diem rate if overnight stay is required	\$ See Clarifications
Charge if there is adder for Call-Out work	\$N/A

☐ Check here if you decline to bid on **Distribution System Work**

BF - 4

ATTACHMENT #4

TRANSMISSION

Transmission System Work To Include Labor, Equipment, Materials and Disposal.	
Description	Unit Price (per acre)
Mowing of ROW (Transmission Corridor, Rural, Floor Clearance)	\$
Mowing w/ Limited Access	\$

If there is an adder price for areas of <i>extremely</i> dense foliage, please list cost here (per mile).	\$
If there is an adder price for other terrains, please list cost here (per mile).	\$

CHEMICAL APPLICATION PRICING	
Description	Unit Price (per acre)
Mowing & Herbicide (Transmission Corridor, Rural, Floor Clearance)	\$
Mowing & Herbicide w/ limited access	\$

EQUIPMENT			
Item	Unit Price	Item	Unit Price
Aerial Lift 75'	\$	Lift Truck-mileage	\$
Aerial Lift 75' 4WD	\$	Pickup Truck-mileage	\$
Aerial Lift 50'	\$	4WD Pick-up	\$
Aerial Lift 50' 4WD	\$	Tractor	\$
Aerial Lift 37'	\$	Bush Hog	\$
Brush Chipper	\$	Heavy Brush Cutter	
Disc Chipper	\$	Weed Eater	
Power Saw	\$	Prentice Loader	
Mower Bat Wing – minimum width 15'	\$	Spray Truck	\$
Dump truck	\$	Stump Grinder	\$
Foreman Vehicle	\$	Off-Road Aerial Lift	\$

ATTACHMENT #4

Hourly Labor Rates (\$/Hr)				
	Standard Rate	Overtime Rate	Other Rate if applicable	Other Rate if applicable
Groundsman				
Supervisor				
General Foreman				
Mowing Grounds Person				
Spray Technician				
Trimmer				
Other				
Other				

In reference to Section 3, of the terms and conditions, please indicate if you are unable to provide service in a particular zone by listing the zone number(s) here.

Mobilization

Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see zone map).

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Mobilization and Other Charges	
	Unit Price
Charge if work is cancelled <u>prior</u> to mobilization	\$
Charge if work is cancelled <u>after</u> to mobilization	\$
Per diem rate if overnight stay is required	\$
Charge if there is adder for Call-Out work	\$

☒ Check here if you decline to bid on **Transmission** System Work

ATTACHMENT #4

EMERGENCY RESPONSE AND STORM RELATED SERVICES

Distribution System Work To Include Labor, Equipment, Materials.	
Description	Unit Price (per mile)
Mileage Rate for 3-person crew ¹ , including aerial lift	\$ Hourly
Non-truck Accessible – Climbing Crew Trimming	\$ Hourly
Truck Accessible Street Access 3-person crew ¹	\$ Hourly
Limited Access w/ 3-person crew ¹	\$ Hourly
¹ For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

TREE REMOVAL To Include Labor, Equipment, Materials.	
Diameter Breast Height	Unit Price Per Tree
0" to 6"	\$ Hourly
6" to 8"	\$ Hourly
9" to 18"	\$ Hourly
19" to 24"	\$ Hourly
24+"	\$ Hourly
Tree Stump Grinding	\$ Hourly

Hourly Labor Rates (\$/Hr)				
	Standard Rate	Overtime Rate	Other Rate if applicable Double Time	Other Rate if applicable
Tree Trimmer	\$38.68	\$54.15	\$65.75	
Groundsman	\$29.71	\$41.60	\$50.51	
On-Site Storm Coordinator	\$59.38	\$83.12	\$100.93	
General Foreman	\$51.57	\$72.19	\$87.65	
Safety Personnel	\$51.57	\$72.19	\$87.65	
Climber	\$35.34	\$49.48	\$60.08	
Other				

ATTACHMENT #4

In reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide **Emergency** Service in a particular zone by listing the zone number(s) here.

Unable in Zones 2, 3, 4, 5

Mobilization

Below, please indicate the total travel cost, including mileage, and manhours, from your facility to each zone (please see zone map).

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Mileage Rate				

Mobilization and Other Charges

	Unit Price
Travel Rate per Mile	\$
Charge if work is cancelled <u>prior</u> to mobilization	\$
Charge if work is cancelled <u>after</u> to mobilization	\$
Per diem rate if overnight stay is required	\$
Other:	\$

☐ Check here if you decline to bid on **Emergency Response Services**

ATTACHMENT #4

REFERENCES:

Below or on an attached sheet, list your references specifically pertaining to this type of work within the last 3 years.

- 1. Name:** City of Leesburg, Florida

Address: 501 West Meadow Street
Leesburg, Florida 34749

Phone: 352-728-9819

Fax: _____

Contact: Greg David - Greg.David@leesburgflorida.gov

- 2. Name:** Flint Energies

Address: 3 South Mason Street
Reynolds, Georgia 31076

Phone: 478-847-5124

Fax: _____

Contact: Jamie Grantham - jgrantham@flintemc.com

- 3. Name:** Duke Energy - Florida

Address: 2166 Palmetto Street
Clearwater, Florida 33765

Phone: 727-893-9702

Fax: _____

Contact: Todd Fountain - Todd.Fountain@duke-energy.com

ATTACHMENT #4

COMPLIANCE FORMS

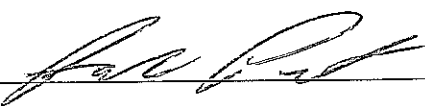
AOC - 1

ATTACHMENT #4

PROPOSER INFORMATION FORM Exceptions & Clarifications FMPA RFP 2020-236

✓	We DO NOT take exception to any items included in the RFP or Master Services Agreement.
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✓	We TAKE exception as follows:
1. See PDF titled "FMPA Cover Letter - Lewis Tree Service 11AUG20" for clarification on Distribution System Work and Emergency Response & Storm Related Services pricing 2. Mobilization will be billed at the hourly crew labor and equipment pricing 3. Per Diem Rate if Overnight Stay is Required: a. Invoicing for meals while traveling to and from will be at the rate of \$20.00 per meal. A meal shall be allowed after every five (5) hour period not to exceed three (3) meals per twenty-four (24) hour period. b. Invoicing for hotels will be a pass through with documentation attached. c. Invoicing for meals, lodging, tolls, and other reasonable costs are at actual cost with documentation attached.	

Company Name:	Lewis Tree Service, Inc.
Authorized Signature:	 SVR/CF0
Print/Type Name of Signer:	Robert Petrone
Company Address:	300 Lucius Gordon Drive West Henrietta, NY 14586
Telephone Number:	(800) 333-1593
Contact Email Address:	robert.petrone@lewistree.com ; bids@lewistree.com
Date:	9/14/20

Minority Business Status: Yes ☐ No ☒ If yes, please indicate type and certificate # below

AOC - 2

ATTACHMENT #4

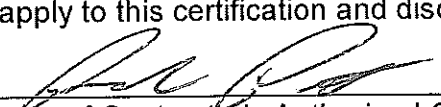
Anti-Lobbying Declaration Certification for Contracts, Grants, Loans and Cooperative Agreements APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, Robert Petrone certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Robert Petrone - CFO/SVP

Name and Title of Contractor's Authorized Official

9/14/2020

Date

ATTACHMENT #4

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 47 through 57 of this Request for Proposal, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags



Signature of Contractor's Authorized Official

Robert Petrone - CFO/SVP

9/14/20

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT #4

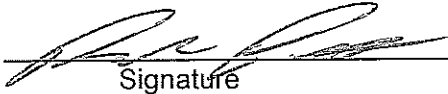
DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at West Henrietta, NY this 14th day of September, 2020.

Proposer Lewis Tree Service, Inc.

By


Signature

Robert Petrone

Printed or Typed Name

Title CFO/SVP

Complete Business Address of Proposer: 300 Lucius Gordon Drive

West Henrietta, New York 14586

State of Incorporation

New York

Complete Address of Principal Office

300 Lucius Gordon Drive

West Henrietta, New York 14586

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Thomas Meyer

300 Lucius Gordon Drive

West Henrietta, New York 14586

Telephone (800) 333-1593

Fax () _____

E-Mail bids@lewistree.com

ATTACHMENT #4

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF New York

COUNTY OF Monroe

Before me, the undersigned authority, personally appeared Robert A. Petrone, who, being by me first duly sworn, made the following statement:

1. The business address of Lewis Tree Service, Inc.
is Lucius Gordon Drive, West Henrietta, NY 14586 [name of bidder or contractor]

2. My relationship to Lewis Tree Service, Inc.
is CFP/SVP [name of bidder or contractor]
[relationship such as sole proprietor, partner, president, vice president].

3. 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 bid 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.

4. I understand that "convicted" or "conviction" is defined by the statute 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute 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.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

ATTACHMENT #4

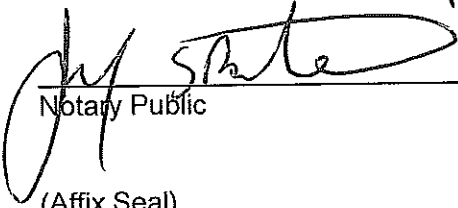
~~7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~

~~_____ A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the 14th day of September, 2020.



Notary Public
(Affix Seal)

Jenny S. Brewster
Notary Public, State of New York
Monroe County, 01BR6130726
Commission expires 7-18-21

7-18-21

My Commission Expires

Jenny S Brewster

Type or Printed Name

ATTACHMENT #4

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐

NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐

NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐

NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

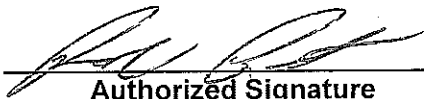
Project: FMPA RFP# 2020-236

Lewis Tree Service, Inc.

Firm

9/14/20

Date


Authorized Signature

CFO/SVP

Officer Title

Robert Petrone

Printed or Typed Name

AOC - 8

DRUG-FREE WORKPLACE COMPLIANCE FORM

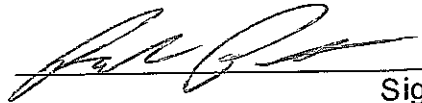
Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned proposer in conformity with Florida Statute 287.087 hereby certifies that
Lewis Tree Service, Inc. does:

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
1. See Florida Statute 287.087(1)(b) for requirements for a statement that must be published and distributed to employees. The statement must include the following information: (a) a statement that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; (b) a statement that the employer will take disciplinary action against employees who violate the prohibition; (c) a statement that the employer will provide assistance to employees who have a problem with drug or alcohol use; and (d) a statement that the employer will provide information to employees about the dangers of drug abuse in the workplace, the employer'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.
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 proposal 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 proposal, 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 this section.

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

 Signature

Lewis Tree Service, Inc. - Robert Petrone

Name of Proposer

9/14/2020

Date



ATTACHMENT #4 CERTIFICATE OF LIABILITY INSURANCE

11/1/2020

DATE (MM/DD/YYYY)
9/9/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1480476 LEWIS TREE SERVICE, INC. DBA CAROLINA TREE CARE P.O. BOX 1118 CONCORD NC 28026	INSURER A : ACE American Insurance Company		22667
	INSURER B : The Continental Insurance Company		35289
	INSURER C : Indemnity Insurance Co of North America		43575
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 16942735

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	HDOG71233224	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	N	ISAH25292753	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	N	N	6043343632	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC66046485(AOS) WLRC66046527(MA)	11/1/2019 11/1/2019	11/1/2020 11/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

FLORIDA MUNICIPAL POWER AGENCY IS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON THE GENERAL LIABILITY AND AUTO LIABILITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION

16942735

FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO FL 32819-9002

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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ATTACHMENT #4

3.0 Trimmer

Qualifications:

- A total of twelve months experience working on tree trimming crews or clearing crews.
- Have a valid driver's license, CDL and/or medical certification as required for the vehicle being operated. Have valid First Aid and CPR cards.
- Have a basic knowledge of trees including identification, growth habits and correct arboriculture techniques for the trimming, pruning, repairing, maintaining and removing, as applicable to working in close proximity to energized conductors.
- Know and understand all AOP's that apply to the Advanced Trimmer Trainee description.
- Must successfully complete an Advanced Trimmer Trainee Technical Knowledge & Skills Certification.
- Must have and maintain a Herbicide and Applicators or operations certification and license as required by Lewis Tree Service Policy and state, local and federal law. Must have met all qualifications of Trimmer Trainee.

Nature of duties:

- Performs actual work functions as a Line Clearance Tree Trimmer while under direct supervision of a Crew Leader or a qualified Line Clearance Tree Trimmer. Removal of trees and brush, cleanup and disposal of debris.
- Operation of power equipment, such as trucks, chippers, aerial lifts, power saws, sprayers, use of ladders and hand tools.
- Spraying of brush and stumps, mixing proper application of spray chemicals to prevent damage to desirable vegetation.
- Responsible for the inspection and proper working conditions of all tools and equipment assigned to the worker by the crew leader.
- Safeguards employees and public from hazards in and around the working area. Helps enforce on the job safety practices.
- In addition to the above, performs other duties as required or as assigned.

ATTACHMENT #4

1.0 Ground person

Qualifications:

- Have valid driver's license, CDL and/or medical certification as required for the vehicle being operated. Must be able to hear, speak and see, with ability to walk one mile or more.
- Must be able to obtain and maintain Herbicide Certification and licensing as required by Lewis Tree Service Policy and state, local and federal laws.
- Must be able to perform physical labor such as lifting a minimum of 50 lbs. to shoulder height or more.
- Must be capable of operating two handed equipment (chain saw, circular saw, etc) and have the physical ability to endure extreme climate variances.
- Must obtain and maintain CPR and First Aid cards.
- Must successfully complete the Ground person Technical Knowledge & Skills Certification.

Nature of Duties:

- Trims and/or removes trees by climbing or with aid of an aerial lift, but only under the direct supervision of a crew leader or qualified line clearance tree trimmer.
- Loads and unloads trucks with logs, brush and debris and/or feeds brush into brush chipper.
- Uses hand lines to lower limbs and equipment.
Keeps work area picked up and orderly.
- Carries and lays out materials, tools and equipment at work site.
Use and maintenance of small power tools at ground level.
- Sprays stumps and brush.
- Drives and operates trucks and other equipment as assigned.
- Keeps trucks and other assigned equipment in a neat and orderly fashion. Reports the need for repairs to truck and equipment to crew leader.

ATTACHMENT #4

- Safeguards employees and public from hazards in and around the working area.
Helps enforce on the job safety practices.
- Performs other related work as assigned.

ATTACHMENT #4

11.0 General Foreman

Qualifications for a general foreman.

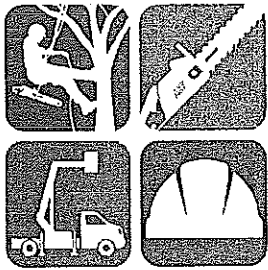
- Must have a minimum of four (4) years experience as a Crew Leader.
- Must have a valid drivers license.
- Know, understand, and positively communicate with the public, customers, fellow workers, superiors, and corporate personnel.
- Must demonstrate the ability to effectively communicate with the public, customers, fellow workers, superiors and corporate personnel.
- Well-groomed and properly dressed.
- Understands the hours of service as a General Foreman will exceed that of a Crew Leader classification.
- Have a working knowledge of all equipment associated with line clearance activities.
- Have knowledge of climbing skills and other aspects of electrical line clearance operations, which may include having a pesticide applicator license.
- Must have a thorough knowledge of proper pruning techniques.
- Must be honest, trustworthy, and portray the Company in a positive light.
- Must be extremely safety conscious.
- Must have met all qualifications and nature of duties of a Crew Leader.

Responsibilities

- Visits crews on a minimum of a weekly basis giving guidance, instructions and necessary supplies.
- Supervises Crew Leaders making sure they are fulfilling the Crew Leader qualifications and nature of duties.
- Observes, supports, and gives guidance to Crew Leaders for achieving maximum results in operational priorities.
- Calls on existing customers to assure customer satisfaction.
- Responsible to see that equipment repairs, preventative maintenance, and purchasing policies and procedures are properly followed.
- Works directly with Risk Management Department to ensure all safety procedures are followed and proper safety equipment is being worn.

ATTACHMENT #4

- Conducts incident analysis directly after incidents occur, working in conjunction with Risk Management guidelines.
- Assist manger in the bidding process.
- Attends internal and external training courses which pertain to improving abilities toward human relations skills, business management and technical aspects of the tree industry.
- Keeps manager informed of crew activities, results, equipment problems, employee and customer concerns.
- Performs other duties as assigned by supervisor.



HUMAN PERFORMANCE



2020 Lewis Tree Services Safety and Human Performance Plan

**"We believe learning is key to keeping
people safe."**

Beth Lay

June 2020

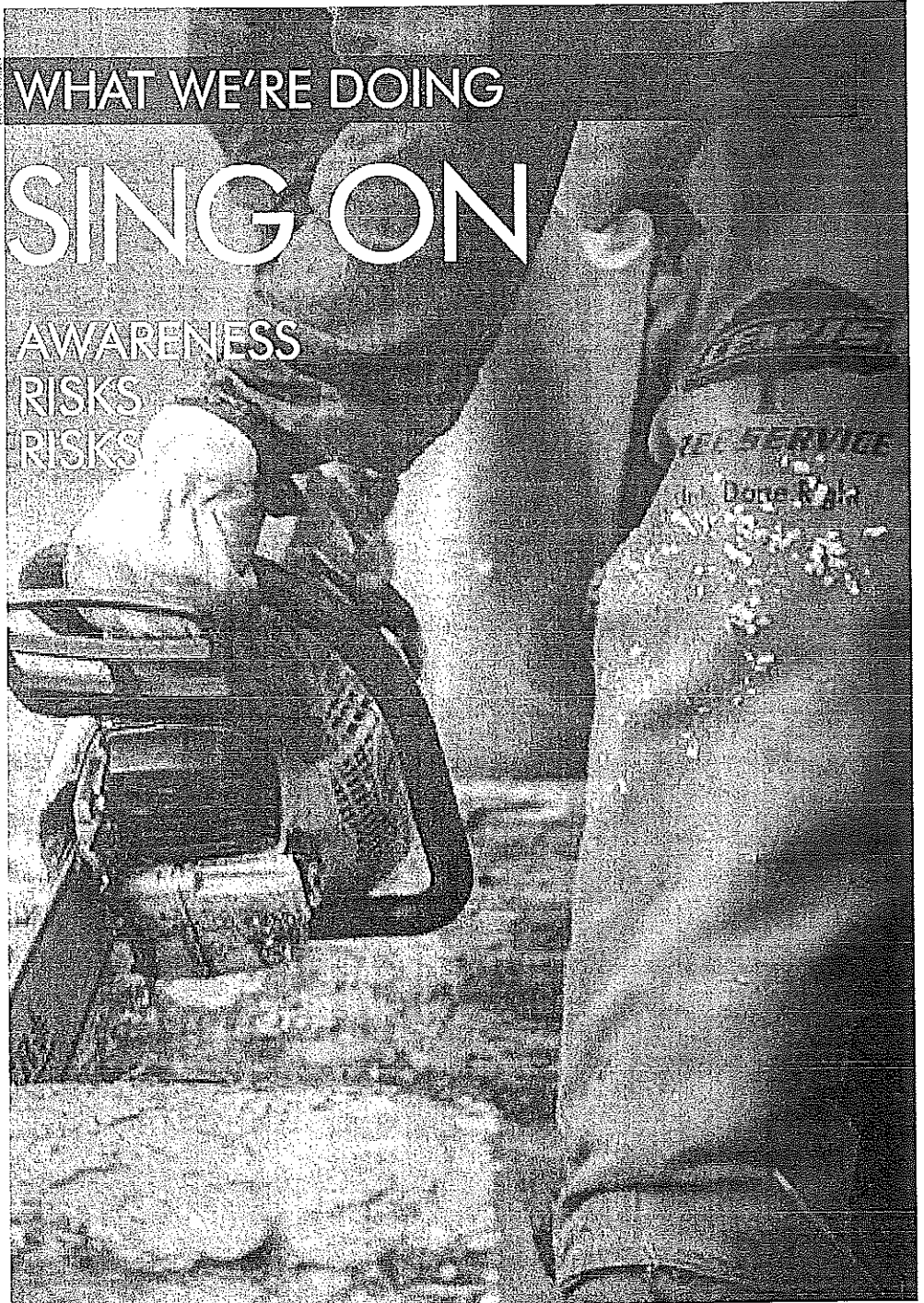
Serious injury potential risks. Promote learning.

Act to create safety.

WHAT WE'RE DOING FOCUSING ON

SITUATION AWARENESS
STRUCK-BY RISKS
LINE OF FIRE RISKS

*We're breaking our
big goal—to reduce
Serious Injury Potential
(SIP) events—into
small parts so we can
improve on each
and get an even greater
overall gain.*





Key actions we take to support and lead our Safety Plan:

- 1) Field Observations conducted by both safety and operations leadership (mandatory number of observations required)
- 2) Observation tool is an app that helps us trend data , and push observed risks or violations of our 9 to Know critical behaviors.
- 3) Dedicated Team of Safety professionals
- 4) Monday morning incident review call
- 5) Monday morning Safety Leadership call
- 6) Tuesday morning significant close call review call.
- 7) Learning plan (see pg. 17).

9 to Know

- Maintain Drop Zone
- Use Fall Protection 100% of the time, in lift and climbing
- Maintain Minimum Approach Distance

- 360 Degree Walk Around and Spotter when backing
- Wear Seat Belts
- Establish Work Zone

- No One-Handed Chainsaw Use
- Wear Leg Protection (chaps or chainsaw pants) While cutting on the Ground
- Chipping With Harness On Prohibited



People are a source of success.

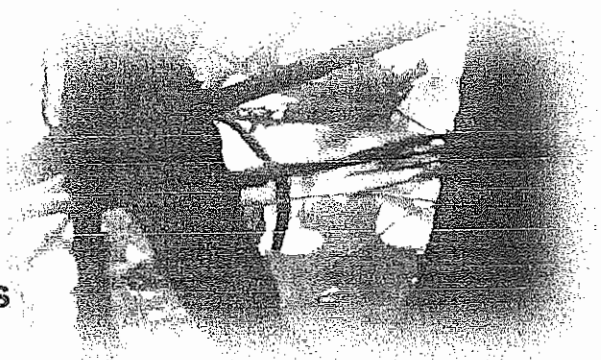
A NEW VIEW OF SAFETY

Learning from Success: Jobs Done Right

"Stopped and assessed ...get 2nd opinion. ...limbs had pushed phase wires secondaries to be within 3" to 4" from touching. Because we brought in another set of eyes, we discovered that the neutral wire had 2 to 3 strands of wire broken, leaving only a couple of strands holding it together. ...requested an outage."



- Noticing weak signals, critical cues, high risk situations, emergent risk.
- Pausing.
- Seeking "fresh set of eyes".
- Asking questions to probe risks.
- Taking actions to lower risks.
- Learning from **After Action Reviews**



"I believe we are witnessing a change in our safety culture, happening right before of our eyes."

Safety Specialist

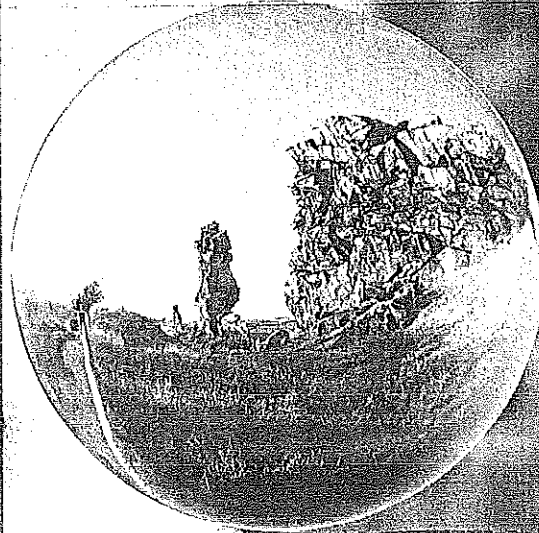
Shift in Perspective

LEWIS**FROM**

- Why weren't our policies followed?
- They should have ...
- Why are our crew doing the wrong thing?

**TO**

- What were they trying to accomplish?
- They were doing the best they could ...
- What was different today?

**Leadership Shift in
Perspective**

**So let's move away from treating our workers
as the problem and recognize that our**

**WORKERS ARE THE
SOLUTION**



Line clearance work has extraordinary level of variability.

A NEW VIEW OF HUMAN PERFORMANCE



How Lewis
Differs from
Traditional HuP

1

**safe + reliable
+ resilient**

(Surprise happens.)

How Lewis
Differs from
Traditional HuP

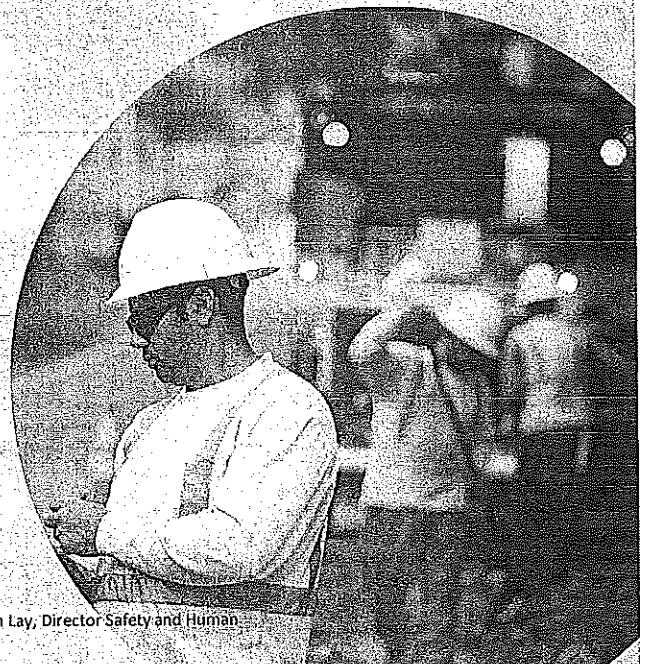
2

**error management
+ adaptive capacity**

Adaptive Capacity

Having the flexibility and resources
(time, materials, money, space, knowledge, skills, etc.)
to change the way a person, team, or unit operates

Usually occurs in response to variability and surprise
(i.e., options to respond when your boundaries are
challenged)



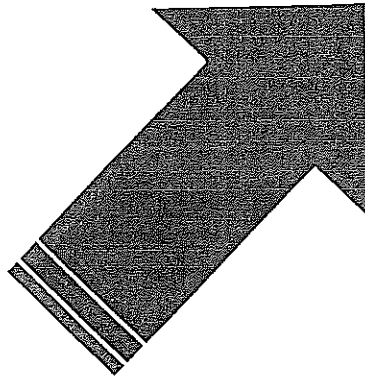


Our Definition of Human Performance

**Building Adaptive
Capacity**

Operational Excellence

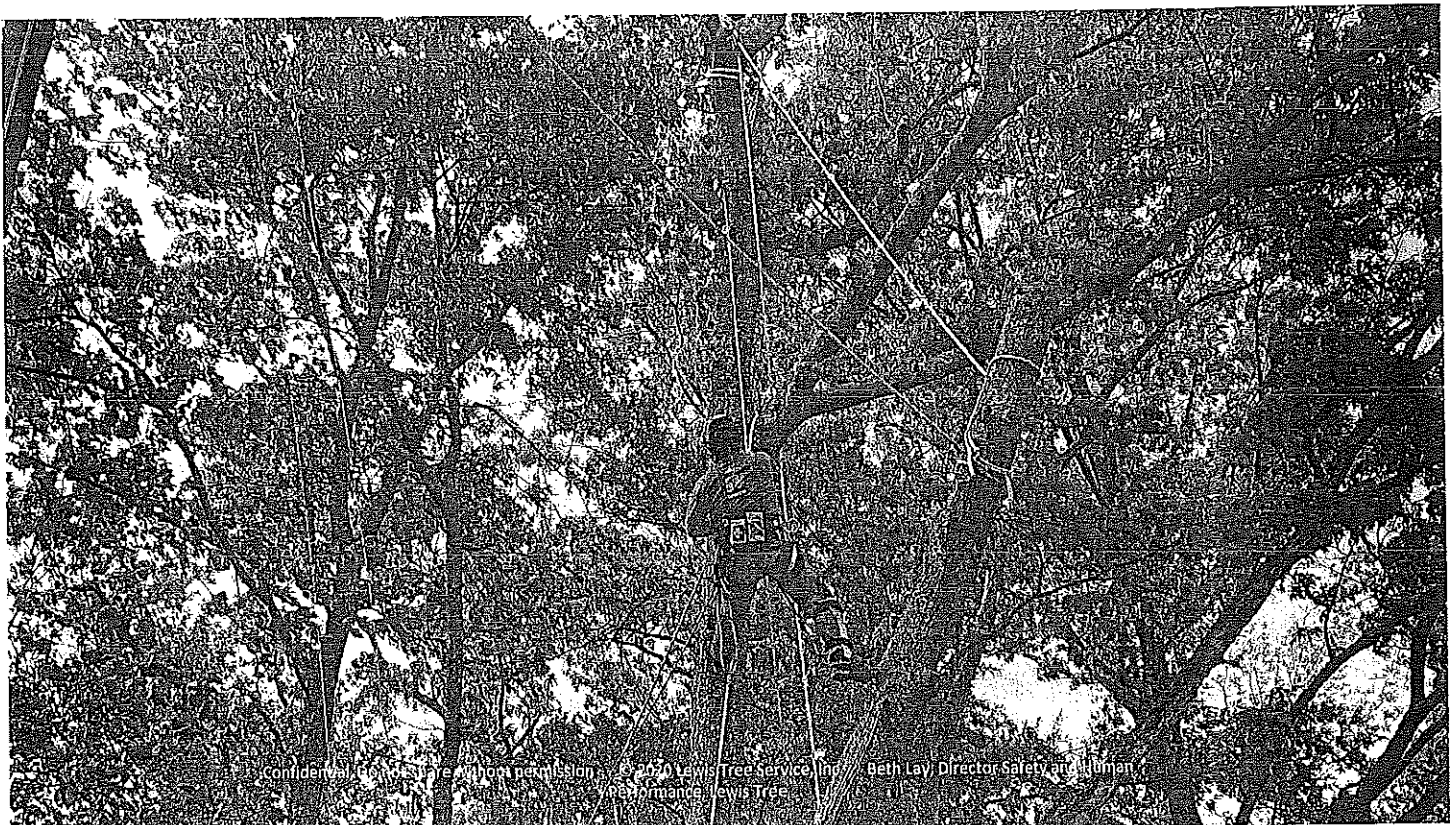
Being in continuous practice to deepen knowledge and
enable us to adapt, improvise and overcome



Operational Discipline

Preventing errors we can prevent & keeping non-
preventable errors from resulting in serious events

**Adhering to Policies &
Procedures**





FIVE KEY PRINCIPLES

Error is normal. Even the best make mistakes.

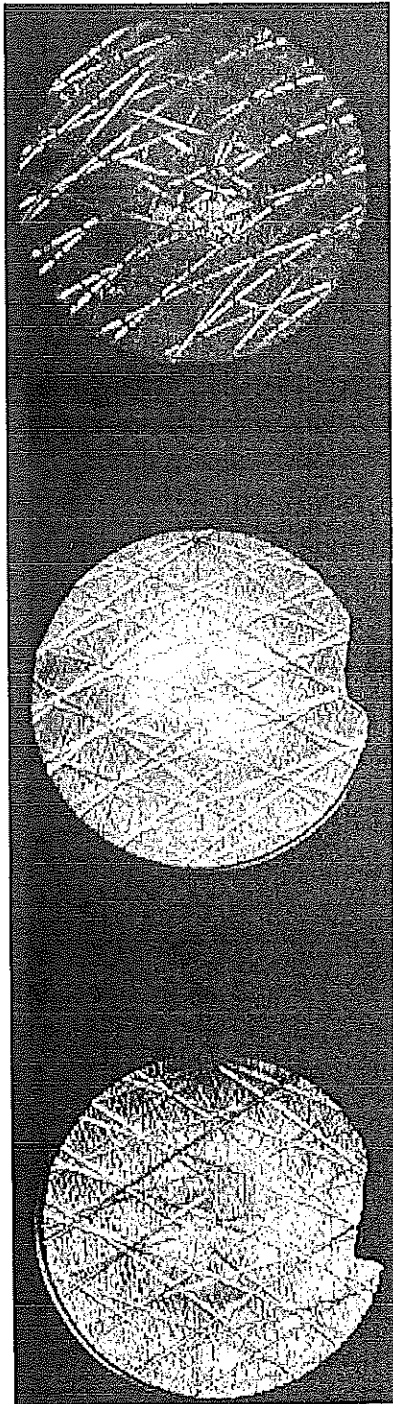
Blame fixes nothing.

Learning and improvement are vital.
Learning is deliberate.

Context influences behavior. Systems drive outcomes.

How you respond to failure matters.

Credit: Todd Conklin



VARIABILITY IS INEVITABLE.

Factors that indicate increased risk:

- Changing phases of work (e.g., making the last cut when others think we're already done)
- Workers are inexperienced or new to the team and don't notice the cues
- It's just before a break or the end of the day
- Something is hung (e.g., limb, piece of tree, saw)
- The tree has a heavy lean or is in poor condition
- Dead or decayed wood is present
- There are heavy vines or entwined canopies
- The crew member is in an awkward position (e.g., bracing to make a cut on an incline)

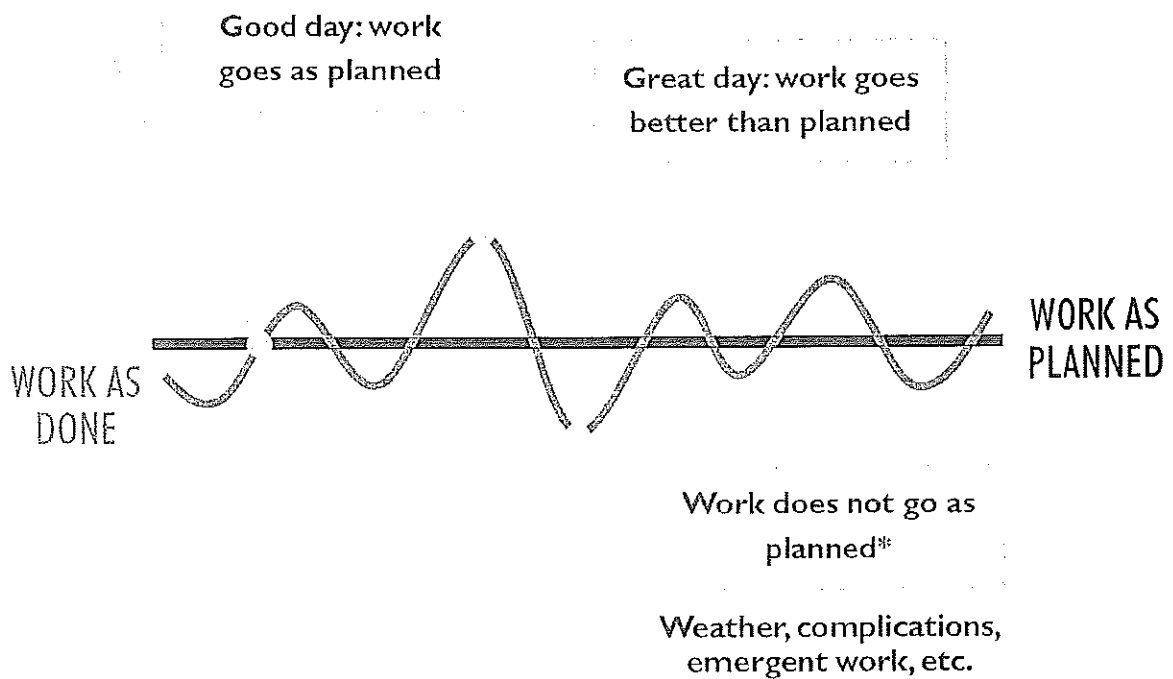
**Compared with factory safety,
there is little a tree worker
has control over. The level of
variability is extraordinary.**

**And, most of our incidents
are the unintended result of
“friendly fire.”**

(Accidently hurting one’s own team.)

There are 100 ways to take down a tree.

LEARNING FROM WORK AS DONE



***Work does not go as planned BUT most of the time is still successful.**



LEARNING PLAN AND EXAMPLE TOOLS & PRACTICES



Human Performance and New View Safety Learning Plan (began 10/2019)

Safety and Operations team to design and implement a Learning Plan to provide direction and align actions as we go forward in learning about new view safety and human performance.

Strategy: We begin with Human Performance Tools including the safety science and “why” behind each tool, cycling through a focus on our most serious risks. Learning occurs through: leaders teaching those who report to them (cascade), conversations on the corporate safety call, interactive Tactical Tailgate stories during morning meetings, and action-oriented learning via “drill day”.

The plan is “learner led”, this means opening-up time frames, flexibly, based on where learning is happening and where it’s not, with solutions on how to move it. The plan is living / fluid, we’ve made many adjustments as we’ve learned what works (ex. stories – but keep stories short, drills) and what doesn’t work (ex. external speakers who are academic, quick moving schedule).

We are practicing human performance tools:

We are spending a lot of time on **After-Action Reviews** as this tool is critical in shifting culture from “telling” to “learning and thinking”.

Serious Injury Potential Close Call Mining (with storytelling coach)

Press Pause – situation awareness tool, uniquely designed for our work, based in current cognitive and safety science

We cycle through these **high-risk types of work** and are also guided by SIP close call and incident trending:

Managing drop zone / avoiding struck-by

Avoiding line of fire

Working safely at elevations

Safe equipment operation

Every week, a team comprised of a regional vice president, safety specialist, and safety manager design and lead us through the Corporate Safety call, policy review, tactical tailgate story, and drill for hands-on learning.

Sample Learning Plan Structure:					
	Week 1	Week 2	Week 3	Week 4	Week 5
	Avoiding struck-by/managing drop zone	Avoiding struck-by/managing drop zone	Avoiding line of fire	Avoiding line of fire	Flex week
Mon.	Policy + Tactical Tailgate Story (incident learning)	Safety science + drill	Policy + Tactical Tailgate Story (incident learning)	Safety science + drill	Safety call + Reflect and review, make-up missed stories, hear voice of field
Tues.					
Wed.					
Drill Day		Drill		Drill	Reflect, review, hear voice of field

Drill Day



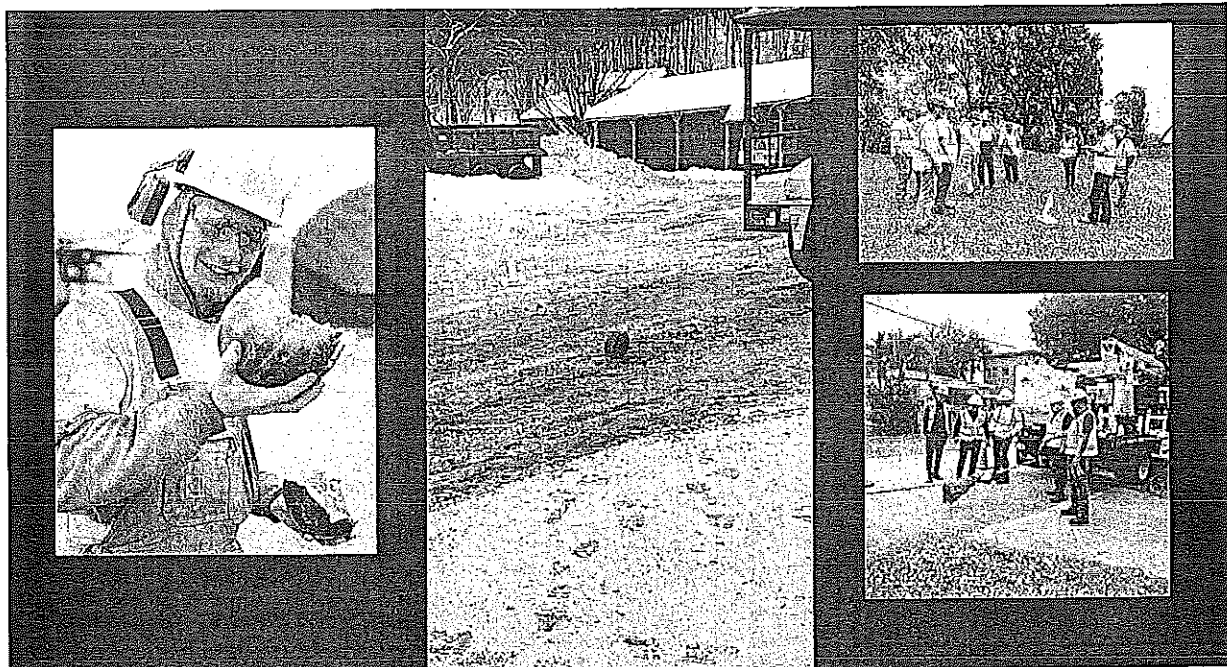
Teams who excel... teams who win...have one thing in common: they practice...a lot. They practice the fundamentals over and over until they become automatic.

Lesson: Don't assume people know how to do the basics the safest, most efficient way.

We are getting back to the basics for our highest risk work in our drills. We are creating the space to practice and discover ways to do things better.

Drill Day helps:

- Discover gaps in our system
- people experience the physicality
- Provide an opportunity for new workers to ask questions and understand the WHY
- Build team relationships
- Work through how to handle variability
- Engage leadership around "work as done"
- Bring safety and operations close together (not delegating safety)



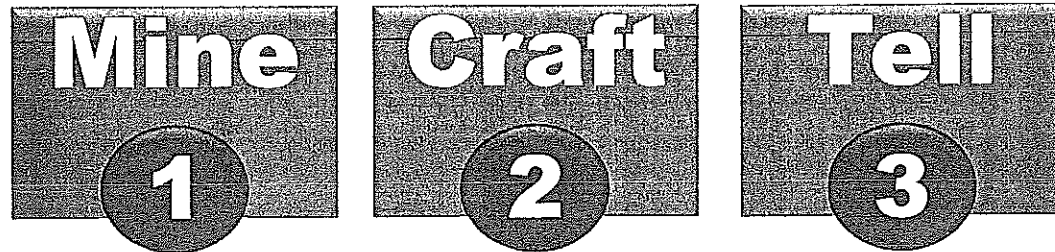


Stories build collective memory

**“We keep having
the same incidents over and over”**

Why? Relaying the facts—not telling the story!

Tactical Tailgate Story



- Probe the extremes: (worst, best, first, last, hardest, proudest, scariest)
- Get to the emotion
- Engage the senses
- Build suspense
- Lead quickly with something that matters
- Prepare ahead of time
- Prime the audience to listen for clues
- Share as a conversation



Lewis Tree Tactical Tailgate
 Title: **Threat: Avoiding OX Struck by**
 Title: **Task: Trimming**
 Title: **Tool: SP Chain Fall Mining**
 Created By: **Moises Miranda**

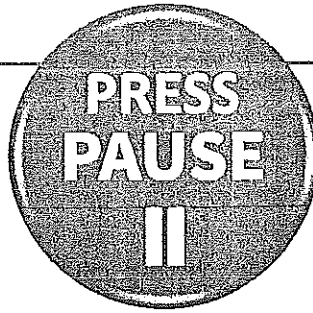
WEEK OF
4 November 2019

The Job	Told from a groundman's perspective. It was hot outside, hotter than it had been for a long time. I had been with the company for about three months and I usually worked with a climbing crew. Today was different - I was with a bucket crew - and I was excited about it because I would get to learn something new. We were given the job information, where we were going and what trees were going to be trimmed, and then we headed to the jobsite. While we were on route, the crew leader and I really hit it off and I was able to have a great conversation with him about what to expect when working with a bucket crew. When we arrived at the jobsite, we did a quick Pre-Job Hazard Survey. We did not spend a lot of time on it through, because we had a lot to get done and needed to get started on the trimming. The crew leader started to trim, and we started making headway, working hard and finishing the spans very quickly. We got to a span where the crew leader could reach multiple trees in one setup. He trimmed one part of the span, and then moved the boom to trim another section. I wanted to hurry up and get the limbs stacked so that they were ready to chip up once we were ready to start chipping.
Questions - STOP and involve all crews in these questions.	• As you are reading, what do you think affected this crew's ability to notice hazards? • Are there any strong or weak signals you see that could lead to a serious injury potential? If so, what would you do? • When doing the PJHS, what is your process to ensure everyone on the team understands and is aware of what is on the PJHS and the work plan?
The Event	I looked up to make sure the crew leader was not trimming anything near me before I entered the Drop Zone, something I was used to doing in order to finish the job faster. After I had checked a few times, I stopped checking to see if it was clear when I went to grab more branches. The trimmer forgot one branch. He boomed back over and made a cut but didn't check to see if it was clear before he let the limb fall. I was still getting brush and was completely unaware of my surroundings. When the trimmer realized I was underneath him, he yelled "Watch Out!" I froze and started to look up, but before I could raise my head all the way the limb hit the front brim of my hard hat. My hard hat flew off my head and I was completely shocked. The limb was thirteen inches in diameter. All I could think was how lucky I had been, seeing the force that the limb hit my hardhat with. My crew leader came down and made sure I was okay. "Yes, I'm okay," I said. I thank God that it did not take a horrible accident for me to learn from my mistake, just a close call.
Lessons and Opportunities for Improvement	1. As a Crew leader/ Crew member, what is your responsibility to ensure your crew's safety? 2. At what point in the story would you have called an all stop? Would you have called an all stop? 3. Have you ever had a close call when entering the Drop zone? If so explain: Why did you enter? What was the reason? Was it peer pressure? What lead up to it? As leaders of this discussion, please listen, do not add "I would have done this" or "why didn't he do it this way..." Just listen to what the group has to say and everyone discuss ways to learn and improve.

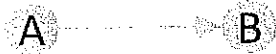
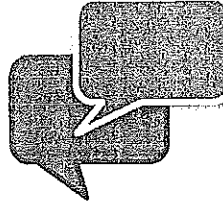
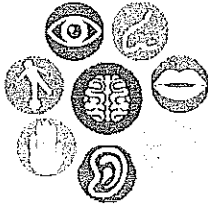


**Moises,
Safety
Specialist**

Situation Awareness is
Noticing, Understanding
and Forecasting.



Situation Awareness is
spotting a problem
before it happens.



Pause, **NOTICE**

What is going on around us?

Pause, **UNDERSTAND**

Assess the scene, what could it mean?

Pause, **FORECAST**

What could happen next?

ASK

- What are my teammates doing now?
- Where are they?
- What's making me uneasy?
- What can I see:
 - From aloft?
 - From the ground?
 - What can I NOT see?
- What do I need to pay close attention to?

- What tree/experience/situation is this most like?
 - What can I learn from that situation to help me here?
 - What's different? (Remember: risk hides in the differences)
- What do I know?
 - What do I not know?
 - What else could it be?
- Who can I ask to take a look?

- What are my teammates going to do next?
- Where are they going to be?
- Where's the line of fire?
 - What could hit me?
 - What could hit my teammates?
- How could we be surprised?

DELIBERATE
PRACTICES

- Scan and focus.
- Trust your gut.
- Shift perspective.
- Look for critical cues and hidden traps.

- Get a fresh set of eyes.
- Question and challenge.
- Probe uncertainty.
- Gain varied experiences.

- Make actions predictable.
- Broadcast intentions.
- Have options ready.
- Monitor for weak signals.

Scan and Focus.

Focus and Scan.

Scan and Focus.

Focus and Scan.

Scan and Focus.

Focus and Scan.



**HUMAN
PERFORMANCE**

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Team Situation Awareness Make Actions Predictable

Knowing what is going on around us and with our team:

- **Noticing** what's going on around us
 - What are my teammates doing now?
 - Where are they?
- **Understanding** what's happening
- **Forecasting** what's next
 - What are my teammates going to do next?
 - Where are they going to be?

Use standard phrases: "All clear . . ."

Communicate when changing phases of work: "I'm making the last cut."

Over communicate with the new guy:

"Stand over there as I make this cut."

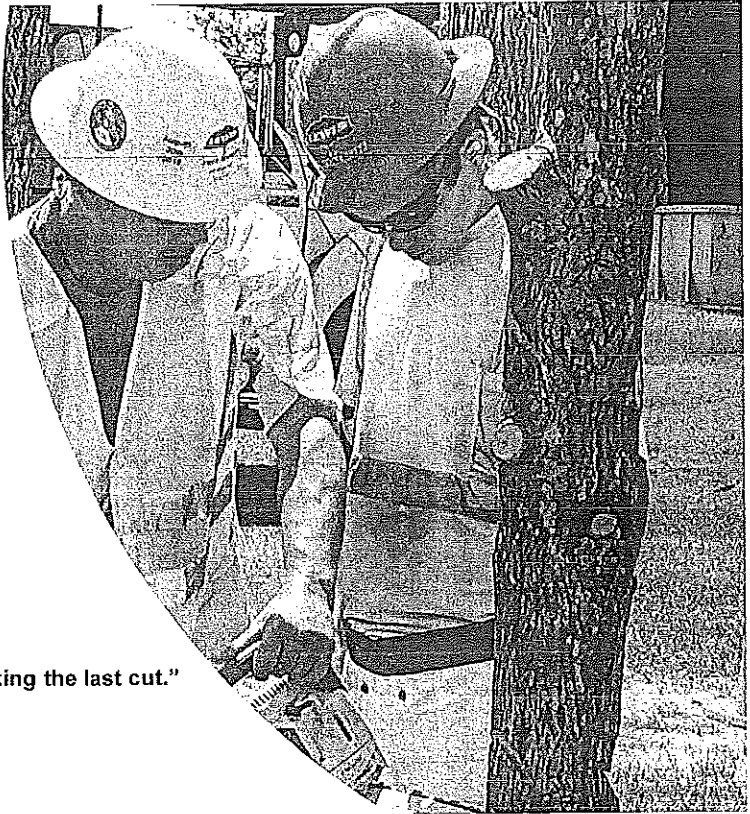
Make sure you can hear each other

Imagine work from other points of view

What does it look like from bucket?

What does it look like from ground?

What does it look like from inexperienced spotter?



ATTACHMENT #4

ADDENDUM NO 1

ADDENDUM NO 1

FLORIDA MUNICIPAL POWER AGENCY

RFP# 2020-036
October 19, 2023

FMPA Request for Proposal Number 2020-036, Provision of Utility Tree Trimming and Vegetation Management Services, has changed to reflect the following additions, deletions, and/or modifications:

Item No. 1

Addition to the list of Participating Members

City of Mount Dora has been added as a Participating Member to Section 3 of the RFP Document.

Item No. 2

Modification to the pricing structure

Awarded Bidder, Lewis Tree Service, will accept FMPA's specification to price distribution services on a per mile basis. Clarification has been made by Lewis Tree to accept the FMPA per mile price structure; utilizing visual inspections of each Member's location to determine pricing, as each location may differ in density and other factors.

All other aspects of the bid document remain the same.

* * * * *



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

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of the First Amendment to the Agreement for the Extension of the Piggyback Agreement Between the City of Mount Dora and Evoqua Water Technologies LLC, Related to Hydrogen Sulfide Neutralization and Corrosion Control at Wastewater Treatment Plant #2.

Introduction:

This is a request for City Council to approve the first amendment to the agreement for the extension of the piggyback agreement between the City of Mount Dora and Evoqua Water Technologies, LLC.

Discussion:

Lee County government competitively solicited and negotiated an agreement with Evoqua Water Technologies, LLC related to odor and corrosion control. City Council approved the original piggyback agreement with Evoqua on April 18, 2023. The contract has been extended with Lee County and staff wishes to enter into that agreement for the term of the extension.

Budget Impact:

Purchases of materials are on-going and budgeted under GL number 421-1940-536-52-01. The agreement extension that allows payment of ongoing invoices.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve amendment one for the extension of the piggyback agreement with Evoqua Water Technologies, LLC.

Attachment(s):

1. Attachment 1.Evoqua.Piggyback Agree.SGS.04.18.2023

2. First Amendment to the Agreement Between the City of Mount Dora and Evoqua Water Technologies

Prepared by:	vedderl vedderl, Administrative Assistant	
Reviewed by:	Andrew Marsian, Director of Utilities and Plant Operations	Approved - 11/20/2024
	Matthew Dodson, Budget Officer	Approved - 11/20/2024
	Rita Meade, Finance Director	Approved - 11/20/2024
	City Attorney, City Attorney	Approved - 11/22/2024
	Jeanann Hand, City Clerk	Approved - 11/22/2024
	Vince Sandersfeld, City Manager	Final Approval - 11/22/2024

ATTACHMENT #1

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and EVOQUA WATER TECHNOLOGIES, INC., 210 Sixth Avenue, Suite 3300, Pittsburg, PA 15222, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to procure the services of the CONTRACTOR utilizing that Annual Odor Control and Corrosion Services Agreement between the Lee County and the CONTRACTOR, dated May 14, 2018, including the Amendments thereto, collectively attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract” which was competitively solicited for and negotiated by the Lee County through RFP 170384ANB; and,

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

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

SECTION 1. TERM.

The term of this Agreement shall be from the date of execution by the CITY through May 13, 2024, unless the Cooperative Contract is further extended and the parties hereto mutually desire to extend this Agreement for an additional period and execute a written Amendment hereto.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Exhibit “A”** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. NOTICE.

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

ATTACHMENT #1

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

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803

CONTRACTOR: Evoqua Water Technologies, Inc.
210 Sixth Avenue, Suite 3300
Pittsburg, PA 15222

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

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of any CITY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 9. JOINT AUTHORSHIP.

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

ATTACHMENT #1

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

ATTACHMENT #1

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

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

SECTION 14. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY.

ATTACHMENT #1

Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 15. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 16. TERMINATION.

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

SECTION 17. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

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

SECTION 18. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

Signatures on Following Page

ATTACHMENT #1

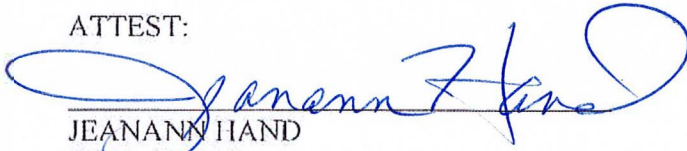
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective this 13th day of April, 2023.

CITY OF MOUNT DORA



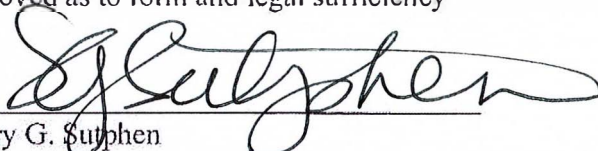
CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:



JEANANN HAND
CITY CLERK

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



Sherry G. Sulphen
City Attorney

CONTRACTOR



Print: Thomas R. Wilson, P.E.
Title: V.P. & G.M.

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization of Thomas R. Wilson, P.E., as V.P. G.M.
of Evoqua Water Technologies LLC, who personally swore or affirmed that he/she is
authorized to execute this Agreement and thereby bind the Contractor, and who is personally
known to me or who produced personally know as identification,
and who did/did not take an oath this 13th day of April, 2023.

(stamp)





NOTARY PUBLIC

ATTACHMENT #1

Exhibit “A”

Cooperative Contract between the
Lee County and Evoqua Water Technologies, Inc.

ATTACHMENT #1

AGREEMENT FOR Annual – Odor Control & Corrosion Services

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Evoqua Water Technologies, LLC, a Delaware limited liability company authorized to do business in the State of Florida, whose address is 210 Sixth Avenue, Suite 3300, Pittsburg, PA 15222, and whose federal tax identification number is 80-0909020, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase annual odor control & corrosion services from the Vendor in connection with "Annual – Odor Control & Corrosion Services" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP170384ANB on October 6, 2017; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on January 11, 2018; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Specifications attached hereto and incorporated herein as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP170384ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for three (3) years with the

ATTACHMENT #1

option of renewal for three (3) additional one (1)-year periods upon the mutual written agreement of both parties.

- B. A purchase order or Notice to Proceed must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. RFP170384ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

ATTACHMENT #1

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

ATTACHMENT #1

coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

ATTACHMENT #1

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of 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 County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

ATTACHMENT #1

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

ATTACHMENT #1

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

ATTACHMENT #1

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

ATTACHMENT #1

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name:	<u>Charles Maltby</u>
Title:	<u>Project Manager</u>
Address:	<u>2650 Tallevast Road</u> <u>Sarasota, FL 34243</u>
Telephone:	<u>941-586-8813</u>
Facsimile:	<u>941-359-7985</u>
E-mail:	<u>Charles.Maltby@evoqua.com</u>

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

ATTACHMENT #1

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation No. RFP170384ANB
4. Vendor's Submittal in Response to Solicitation No. RFP170384ANB

[The remainder of this page intentionally left blank.]

ATTACHMENT #1

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

EVOQUA WATER TECHNOLOGIES, LLC

Signed By: See Attached Officer's Certificate

Signed By: [Signature]

Print Name: _____

Print Name: Jennifer R. Miller

Title: V.P. & G.M.

Date: 3/7/18

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 5-14-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK

Commissioner Cecil L Pendergrass
Lee County Board of County Commissioners
District 2



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

ATTACHMENT #1



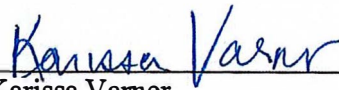
EVOQUA WATER TECHNOLOGIES LLC

OFFICER'S CERTIFICATE

I, Karissa Varner, Assistant Secretary of Evoqua Water Technologies LLC, a Delaware limited liability company (the "Company"), do hereby certify on behalf of the Company that Jennifer R. Miller is Vice President and General Manager of the WT Municipal Services Sub-segment of the Company, and that in such capacity, Ms. Miller has full power and authority to execute and deliver the Company's bid and all related ancillary agreements in connection with the supply of Full Service Odor Control to Lee County Board of County Commissioners in Fort Myers, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 7th day of November 2017.




Karissa Varner
Assistant Secretary

ATTACHMENT #1

EXHIBIT A SPECIFICATIONS

GENERAL SCOPE OF PROJECT

The Vendor shall provide the necessary personnel, equipment, materials, supplies, transportation, services and otherwise do all things necessary to provide comprehensive odor and corrosion control to minimize corrosion effects on the County's wastewater infrastructure and to address nuisance odors in the system. In full accordance with the Detailed Specifications Section of Solicitation No. RFP170384ANB, incorporated by reference as if attached hereto, the Vendor shall provide specific odor/corrosion treatment, shall identify related wastewater treatment plant issues/costs, shall install necessary monitoring equipment, and shall establish objectives and monitoring programs for odor/corrosion control treatment.

CONTROL REQUIREMENTS

The Vendor shall maintain the control goals listed in Table 1 below at the listed control point and established average daily flows (ADF). Average flow rates that exceed these stated rates shall excuse the Vendor from meeting such goals. The Vendor shall employ an appropriate technology at and/or upstream of each of the sites listed to control odors or sulfides in liquid at or below the agreed upon control goal. These technologies include but are not limited to the addition of BIOXIDE[®] products, pH shift chemical treatment, and vapor phase odor control.

Table 1.

Control Point	Address	ADF	Control Goal
S WWTP S Inf MH, back of plant	1618 South Dr, Fort Myers Fl	2.0 mgd	< 1 mg/L DS
S WWTP N Inf MH S of	1618 South Dr, Fort Myers Fl	2.0 mgd	< 1 mg/L DS
S WWTP 36" N Inf MH 1	1618 South Dr, Fort Myers Fl	2.0 mgd	< 1 mg/L DS
LS 2256	15675 Pine Ridge Road, Fort Myers Beach	0.8 mgd	< 150 ppm H2S
Ft Myers Beach WWTP	17155 Pine Ridge Road, Fort Myers Beach	3.4 mgd	< 10 ppm H2S
LS 2291	11981 Kelly Cove Dr. Fort Myers Fl	0.125	< 10 ppm H2S
LS 4467	4481 Underwood Dr. Fort Myers Fl	0.235	< 100 ppm H2S
LS 2237	17061 John Morris Rd, Fort Myers Fl	0.8 mgd	< 100 ppm H2S
LS 2263	Near 719 San Carlos Dr, Fort Myers Beach	1.0 mgd	< 50 ppm H2S
LS 482	12901 Palm Beach Blvd., Fort Myers, Fl	0.4 mgd	< 100 ppm H2S
LS 481	199 Louise St, Fort Myers Fl	0.55 mgd	< 100 ppm H2S
LS 480	3841 Ballard Rd., Fort Myers, Fl	1.6 mgd	< 250 ppm H2S
Central WWTP FM tap	1501 Raleigh Street, Fort Myers Fl	1.6 mgd	< 1 mg/L DS
LS 7741	20041 South Tamiami Trail	0.45 mgd	< 100 ppm H2S
LS 7716	Three Oaks Blvd & Corkscrew Rd, Fort	0.5 mgd	< 100 ppm H2S
Three Oaks WWTP HW's	18521 Three Oaks Pkwy., Fort Myers, FL	2.9 mgd	< 50 ppm H2S

PREVENTATIVE MAINTENANCE

The Odor and Corrosion Control Program includes routine and emergency service. The Vendor's service technician shall visit the site as needed (minimum of once per month) to perform routine

ATTACHMENT #1

EXHIBIT A SPECIFICATIONS

maintenance on equipment, optimize chemical dosing, conduct compliance sampling and provide a written report monthly. On-site routine maintenance service shall include the following:

1. Check the equipment for proper operation
2. Perform compliance sampling at the control points
3. Perform scheduled preventative maintenance on equipment.
4. Submit a written report outlining services and observations during the routine service visit.

MONITORING SERVICE

Each control point shall be monitored by the Vendor for compliance with the established odor control goal criteria a minimum of one time per month.

Analytical methods shall include the following:

Parameter	Procedure
Liquid Phase Monitoring	
Total Sulfide	Std. Methods 4500-S2- D. Methylene Blue
Dissolved Sulfide	Std. Methods 4500-S2- using pre-flocculation to remove insoluble sulfides
pH	Combination glass electrode
Temperature	NIST calibrated thermometer
Vapor Phase Monitoring	
H2S, ppm	App-Tek Vaporlink (monitor / datalogger) / App-Tek OdaLog

COLLECTION SYSTEM CHANGES

The County reserves the right to make changes in the collection system at injection and control locations to optimize collection system performance and/or cost efficiency. Any such changes to the collection system causing a noncompliant control condition will not be considered the fault of the vendor. In such a case, the vendor will evaluate changes to the collection system and recommend an alternate odor control goal or an adjustment to the fixed price to accommodate these changes as appropriate.

ATTACHMENT #1

EXHIBIT B FEE SCHEDULE

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

CHEMICAL/BIOLOGICAL PRODUCTS			
Item #	Description	Unit of Measure	Unit Cost
1	Bioxide	Gallon	\$2.40
2	Bioxide Plus 71	Gallon	\$3.55
3	Bioxide AE	Gallon	\$2.77
4	Odophos	Gallon	\$0.78
5	Odophos Plus	Gallon	\$1.43
6	Ferric Sulfate (9%)	Gallon	\$1.46
7	PRI-SC Odophos	Gallon	\$0.90
8	PRI-SC Odophos Plus	Gallon	\$1.71
9	PRI-SC Ferric Sulfate (9%)	Gallon	\$1.75
10	50% Hydrogen Peroxide	Pound	\$0.45
11	PRI-SC Peroxide	Pound	\$0.52
12	VX-456 (Bulk Tanker)	Pound	\$1.22
13	VX-456 (Tote)	Pound	\$1.55
14	Aktivox (Bulk Tanker)	Pound	\$0.92
15	Aktivox (Tote)	Pound	\$1.24
16	Textone L	Pound	\$0.86
17	AQuit	Pound	\$16.83
18	AlkAGEN AQ	Gallon	\$1.49
19	Sodium Hydroxide 25%	Gallon	\$2.40
20	Sodium Hydroxide 50%	Gallon	\$5.18
21	Sodium Hypochlorite	Gallon	\$2.30

*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

EQUIPMENT

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H₂S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

ATTACHMENT #1

EXHIBIT B FEE SCHEDULE

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-
1	Natural Draft	\$125	\$726	N/A	N/A
2	0-140	\$959	\$1,432	\$1,695	\$2,448
3	0-280	\$1,098	\$1,568	\$2,448	\$3,925
4	0-600	\$1,635	\$2,218	\$3,726	\$4,460
5	0-850	\$2,376	\$3,161	\$4,070	\$4,871
6	0-1150	\$2,612	\$3,472	\$4,312	\$5,372
7	0-1500	\$2,988	\$3,925	\$4,871	\$5,950
8	0-2000	\$3,294	\$4,125	\$5,845	\$6,829
9	0-3000	\$3,920	\$4,675	\$6,829	\$8,175
10	0-4000	\$4,373	\$5,372	\$8,175	\$11,550
11	0-5000	\$4,829	\$5,505	\$8,950	\$14,249
12	0-8000	\$7,480	\$8,400	\$11,445	\$15,700
13	0-12000	\$10,835	\$11,550	\$14,249	\$19,675
14	0-15000	\$11,772	\$12,880	\$22,258	N/A
15	0-18000	\$14,538	\$15,216	\$23,663	N/A

Notes:

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

ATTACHMENT #1

EXHIBIT B FEE SCHEDULE

Fully Automated Odor Control Products

- | | |
|---|---------------|
| 1. H2S Monitor | \$ 360.00/mo. |
| 2. Advanced Dosing Controller & Monitor | \$ 450.00/mo. |

Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.

Professional Services:

<u>Description</u>	<u>Fee</u>
1. Engineer or Chemist	\$ 200.00/hr.
2. Technician	\$ 150.00/hr.
3. Professional Engineer (P.E.)	\$ 250.00/hr.

ATTACHMENT #1

EXHIBIT C INSURANCE REQUIREMENTS

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

ATTACHMENT #1

EXHIBIT C INSURANCE REQUIREMENTS

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.



ATTACHMENT #1

Page 1 of 2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2018

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 Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED EWT Holdings III Corp. Evoqua Water Technologies LLC 1451 E. Nine Mile Road Hazel Park, MI 48030	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great American E & S Insurance Company	37532
	INSURER B: Travelers Property Casualty Company of Ame	25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W5489099

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y		PL 9953269-01	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 2,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$	
							PERSONAL & ADV INJURY \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
B	AUTOMOBILE LIABILITY	Y		TC2JCAP 8B350790-TIL-17	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☒ ANY AUTO							BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						☐ NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	☐ EXCESS LIAB						☐ CLAIMS-MADE	AGGREGATE \$
	DED						RETENTION \$	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	TC2J UB 8B35073A-17	12/31/2017	12/31/2018	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

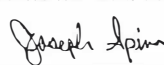
This Voids and Replaces Previously Issued Certificate Dated 12/27/2017 WITH ID: W4863305.

RE: ODOR CONTROL. Solicitation #: RFP170384ANB.

LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS ARE INCLUDED AS ADDITIONAL INSUREDS AS RESPECTS TO GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY

CERTIFICATE HOLDER

CANCELLATION

LEE COUNTY BOARD OF COUNTY COMMISSIONERS P.O. BOX 398 FORT MYERS, FL 33902	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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ATTACHMENT #1

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED EWT Holdings III Corp. Evoqua Water Technologies LLC 1451 E. Nine Mile Road Hazel Park, MI 48030	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WRITTEN CONTRACT.

ATTACHMENT #1

RFP170384ANB
Odor Control & Corrosion Services - Annual
Amendment No. 1

FIRST AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES

FIRST AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Evoqua Water Technologies, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the annual purchase of odor control and corrosion services through Solicitation No. RFP170384ANB with Vendor on the 14th day of May, 2018 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the annual purchase of odor control and corrosion services; and,

WHEREAS, the Parties mutually agree that the price increase will begin on the 14th day of May, 2021; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The price increase will begin on the 14th day of May, 2021
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table in Exhibit B of the Agreement:

[The remainder of this page intentionally left blank.]

ATTACHMENT #1

RFP170384ANB
Odor Control & Corrosion Services - Annual
Amendment No. 1

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

CHEMICAL/BIOLOGICAL PRODUCTS			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	Bioxide	Gallon	\$2.47
2	Bioxide Plus 71	Gallon	\$3.65
3	Bioxide AE	Gallon	\$2.85
4	Odophos	Gallon	\$0.80
5	Odophos Plus	Gallon	\$1.47
6	Ferric Sulfate (9%)	Gallon	\$1.50
7	PRI-SC Odophos	Gallon	\$0.90
8	PRI-SC Odophos Plus	Gallon	\$1.71
9	PRI-SC Ferric Sulfate (9%)	Gallon	\$1.75
10	50% Hydrogen Peroxide	Pound	\$0.46
11	PRI-SC Peroxide	Pound	\$0.52
12	VX-456 (Bulk Tanker)	Pound	\$1.25
13	VX-456 (Tote)	Pound	\$1.59
14	Aktivox (Bulk Tanker)	Pound	\$0.95
15	Aktivox (Tote)	Pound	\$1.27
16	Textone L	Pound	\$0.88
17	AQuit	Pound	\$17.30
18	AlkAGEN AQ	Gallon	\$1.53
19	Sodium Hydroxide 25%	Gallon	\$2.47
20	Sodium Hydroxide 50%	Gallon	\$5.33
21	Sodium Hypochlorite	Gallon	\$2.36

*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

EQUIPMENT

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H₂S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

ATTACHMENT #1

RFP170384ANB
Odor Control & Corrosion Services - Annual
Amendment No. 1

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$128.50	\$746.33	N/A	N/A
2	0-140	\$985.85	\$1,472.10	\$1,742.46	\$2,516.54
3	0-280	\$1,128.74	\$1,611.90	\$2,516.54	\$4,034.90
4	0-600	\$1,680.78	\$2,280.10	\$3,830.33	\$4,584.88
5	0-850	\$2,442.53	\$3,249.51	\$4,183.96	\$5,007.39
6	0-1150	\$2,685.14	\$3,569.22	\$4,432.74	\$5,522.42
7	0-1500	\$3,071.66	\$4,034.90	\$5,007.39	\$6,116.60
8	0-2000	\$3,386.23	\$4,240.50	\$6,008.66	\$7,020.21
9	0-3000	\$4,029.76	\$4,805.90	\$7,020.21	\$8,403.90
10	0-4000	\$4,495.44	\$5,522.42	\$8,403.90	\$11,873.40
11	0-5000	\$4,964.21	\$5,659.14	\$9,200.60	\$14,647.97
12	0-8000	\$7,689.44	\$8,635.20	\$11,765.46	\$16,139.60
13	0-12000	\$11,138.38	\$11,873.40	\$14,647.97	\$20,225.90
14	0-15000	\$12,101.62	\$13,240.64	\$22,881.22	N/A
15	0-18000	\$14,945.06	\$15,642.05	\$24,325.56	N/A

Notes:

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

Fully Automated Odor Control Products

1. H2S Monitor \$ 360.00/mo.
2. Advanced Dosing Controller & Monitor \$ 450.00/mo.

Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.

Professional Services:

<u>Description</u>	<u>Fee</u>
1. Engineer or Chemist	\$ 200.00/hr.
2. Technician	\$ 150.00/hr.
3. Professional Engineer (P.E.)	\$ 250.00/hr.

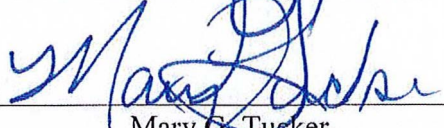
SCANNED

ATTACHMENT #1

IN WITNESS WHEREOF this First Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective Parties hereto.

DATED this 9 day of June, 2021 by the Lee County Board of County
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 
Mary G. Tucker
Director of Procurement Management, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

BY: 
County Attorney's Office

DATED this 1 day of April, 2021 by Evoqua Water Technologies, LLC

ATTEST:

BY: 
Authorized Signature

See Attached Officer's Certificate
(Witness)

Jennifer R. Miller
Authorized Signature Printed Name

V.P. & G.M.
Authorized Signature Title

CORPORATE SEAL:





Kevin Ruane
District One

June 11, 2021

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
*County Hearing
Examiner*

Mr. Charles Maltby
Evoqua Water Technologies, LLC
210 Sixth Avenue, Suite 3300
Pittsburg, PA 15222

SUBJECT: Renewal of Annual Contract No. RFP170384ANB
Odor Control & Corrosion Services

Dear Mr. Maltby:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 5/14/21 through 5/13/22.

We are hereby extending the annual contract for an additional one-year period under the same terms and conditions as the original award. In addition, the Board approved the price increase on 6/1/21 at the 2.8%. and takes effect 5/14/21.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File

ATTACHMENT #1



Kevin Ruane
District One

December 22, 2020

239-533-8871

Cecil L. Pendergrass
District Two

Ray Sandell
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

Mr. Charles Maltby
Evoqua Water Technologies, LLC
210 Sixth Avenue, Suite 3300
Pittsburgh, PA 15222

Subject: Renewal of Annual Contract RFP170384ANB
Odor Control & Corrosion Services

Dear Mr. Maltby:

The above-referenced annual contract will expire on May 13, 2021, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one year period (5/14/21 – 5/13/22). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email kurban@leegov.com), within 15 calendar days from receipt. Failure to return by January 6, 2021, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

* a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation.

* Please see attached requested pricing

As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.

b. I am not interested in extending this contract for an additional one-year period. Why? _____

Vendor:

Signature

Lee County:

Signature of Authorized Official

V.P. & G.M. - Municipal Services

Title

Procurement Management Director

Title

01/08/2020

Date

Date

6/9/21

P.O. Box 398, Fort Myers, Florida 33902-0398 Phone: (239) 533-2111

www.leegov.com

AN EQUAL OPPORTUNITY EMPLOYER

ATTACHMENT #1

RFP170384ANB Annual Odor Control Corrosion - Evoqua Water Technologies, LLC

3/3/21

Fee Schedule Items	Percentage of Increase	Evoqua Current	Evoqua with Requested 2.8% Increase
Bioxide	2.8%	\$ 2.40	\$ 2.47
Bioxide Plus 71	2.8%	\$ 3.55	\$ 3.65
Bioxide AE	2.8%	\$ 2.77	\$ 2.85
Odophos	2.8%	\$ 0.78	\$ 0.80
Odophos Plus	2.8%	\$ 1.43	\$ 1.47
Ferric Sulfate (9%)	2.8%	\$ 1.46	\$ 1.50
PRI-SC Odophos	N/A		
PRI-SC Odophos Plus	N/A		
PRI-SC Ferric Sulfate (9%)	N/A		
50% Hydrogen Peroxide	2.8%	\$ 0.45	\$ 0.46
PRI-SC Peroxide	N/A		
VX-456 (Bulk Tanker)	2.8%	\$ 1.22	\$ 1.25
VX-456 (Tote)	2.8%	\$ 1.55	\$ 1.59
Aktivox (Bulk Tanker)	2.8%	\$ 0.92	\$ 0.95
Aktivox (Tote)	2.8%	\$ 1.24	\$ 1.27
Textone L	2.8%	\$ 0.86	\$ 0.88
Aquit	2.8%	\$ 16.83	\$ 17.30
AlkAGEN AQ	2.8%	\$ 1.49	\$ 1.53
Sodium Hydroxide 25%	2.8%	\$ 2.40	\$ 2.47
Sodium Hydroxide 50%	2.8%	\$ 5.18	\$ 5.33
Sodium Hypochlorite	2.8%	\$ 2.30	\$ 2.36
Natural Draft			
A. <10	2.8%	\$ 125.00	\$ 128.50
B. 10-150	2.8%	\$ 726.00	\$ 746.33
C. 150-300	2.8%	N/A	N/A
D. 300-500	2.8%	N/A	
0-140			
A. <10	2.8%	\$ 959.00	\$ 985.85
B. 10-150	2.8%	\$ 1,432.00	\$ 1,472.10
C. 150-300	2.8%	\$ 1,695.00	\$ 1,742.46
D. 300-500	2.8%	\$ 2,448.00	\$ 2,516.54
0-280			
A. <10	2.8%	\$ 1,098.00	\$ 1,128.74
B. 10-150	2.8%	\$ 1,568.00	\$ 1,611.90
C. 150-300	2.8%	\$ 2,448.00	\$ 2,516.54
D. 300-500	2.8%	\$ 3,925.00	\$ 4,034.90
0-600			
A. <10	2.8%	\$ 1,635.00	\$ 1,680.78
B. 10-150	2.8%	\$ 2,218.00	\$ 2,280.10
C. 150-300	2.8%	\$ 3,726.00	\$ 3,830.33
D. 300-500	2.8%	\$ 4,460.00	\$ 4,584.88
0-850			
A. <10	2.8%	\$ 2,376.00	\$ 2,442.53
B. 10-150	2.8%	\$ 3,161.00	\$ 3,249.51
C. 150-300	2.8%	\$ 4,070.00	\$ 4,183.96
D. 300-500	2.8%	\$ 4,871.00	\$ 5,007.39
0-1150			
A. <10	2.8%	\$ 2,612.00	\$ 2,685.14
B. 10-150	2.8%	\$ 3,472.00	\$ 3,569.22
C. 150-300	2.8%	\$ 4,312.00	\$ 4,432.74
D. 300-500	2.8%	\$ 5,372.00	\$ 5,522.42
0-1500			

ATTACHMENT #1

RFP170384ANB Annual Odor Control Corrosion - Evoqua Water Technologies, LLC

3/3/21

D. 300-500	2.8%	\$	8,175.00	\$	8,403.90
0-4000					
A. <10	2.8%	\$	4,373.00	\$	4,495.44
B. 10-150	2.8%	\$	5,372.00	\$	5,522.42
C. 150-300	2.8%	\$	8,175.00	\$	8,403.90
D. 300-500	2.8%	\$	11,550.00	\$	11,873.40
0-5000					
A. <10	2.8%	\$	4,829.00	\$	4,964.21
B. 10-150	2.8%	\$	5,505.00	\$	5,659.14
C. 150-300	2.8%	\$	8,950.00	\$	9,200.60
D. 300-500	2.8%	\$	14,249.00	\$	14,647.97
0-8000					
A. <10	2.8%	\$	7,480.00	\$	7,689.44
B. 10-150	2.8%	\$	8,400.00	\$	8,635.20
C. 150-300	2.8%	\$	11,445.00	\$	11,765.46
D. 300-500	2.8%	\$	15,700.00	\$	16,139.60
0-12000					
A. <10	2.8%	\$	10,835.00	\$	11,138.38
B. 10-150	2.8%	\$	11,550.00	\$	11,873.40
C. 150-300	2.8%	\$	14,249.00	\$	14,647.97
D. 300-500	2.8%	\$	19,675.00	\$	20,225.90
0-15000					
A. <10	2.8%	\$	11,772.00	\$	12,101.62
B. 10-150	2.8%	\$	12,880.00	\$	13,240.64
C. 150-300	2.8%	\$	22,258.00	\$	22,881.22
D. 300-500	2.8%	N/A			
0-18000					
A. <10	2.8%	\$	14,538.00	\$	14,945.06
B. 10-150	2.8%	\$	15,216.00	\$	15,642.05
C. 150-300	2.8%	\$	23,663.00	\$	24,325.56
D. 300-500	2.8%	N/A			
FY 2019/20 Spend: \$1,247,885.76					
\$1,247,885.76 x 2.8%=34,940.80					
Total Anticipated Spend (FY2020/21 + 2.8%)= \$1,282,826.56					

ATTACHMENT #1



Lee County Procurement Management Signatory Authorization Affidavit

Date: 01/08/2021 Company Name: Evoqua Water Technologies LLC ("Company")

AUTHORIZATION: The Affiant warrants the truth and accuracy of this Affidavit to statements hereinafter made. The Affiant acknowledges that it is of critical importance that the individuals signing legally binding documents on the Company's behalf possess the authority to bind the Company so that both parties are bound by the terms of said documents. The Affiant further acknowledges that the Lee County Board of County Commissioners ("County") reserves the right to request supporting documentation regarding signatory authorization, at any time, and a document will be rejected, if it does not comply exactly with the signature authorization requirements.

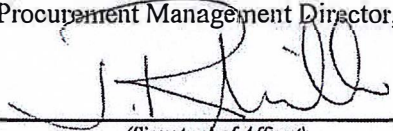
INSTRUCTIONS: This Authorization Affidavit shall only be executed by the following:

- Corporation: President or CEO
- LLC: Managing Member, if manager-managed LLC or Member, if member-managed LLC
- Sole Proprietor: Owner
- An individual authorized to sign on the Company's behalf as evidenced by internal Company documentation delegating signing authority to that individual. Please attach internal Company documentation, if applicable.

All signatures on this Affidavit must be wet, non-electronic and non-digital original signatures. If you have more than four Authorized Signatories, please duplicate this page. A wet, non-electronic and non-digital original signature is required on each page. The following individuals are hereby authorized, as representatives of the Company identified above, to sign and execute legally binding documents on behalf of the Company.

Authorized Signatory Name	Title
Jennifer R. Miller	V.P.&G.M.-Municipal Services
See Attached Officer's Certificate	

By executing this Affidavit, I hereby authorize the individuals shown above to sign and execute legally binding documents on behalf of the Company. I further acknowledge that it shall be the sole responsibility of the Company to provide an updated Signatory Authorization Affidavit, upon any change in signatory authorization, to the County, Attention: Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, FL 33901.


(Signature of Affiant)

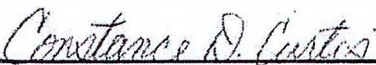
V.P.&G.M.-Municipal Services 01/08/2021
(Title: President, CEO, Managing Member, (Date)
Member, Owner)

Jennifer R. Miller
(Printed Name of Affiant)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was signed and acknowledged before me this 8th day of January

20 21 who produced the following as identification Personally known
(type of identification and number or personally known)


Notary Public Signature

Constance D. Curtis
Printed Name of Notary Public

GG 359378 10/25/23
Commission Number/Expiration



ATTACHMENT #1



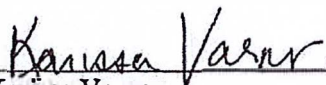
EVOQUA WATER TECHNOLOGIES LLC

OFFICER'S CERTIFICATE

I, Karissa Varner, Assistant Secretary of Evoqua Water Technologies LLC, a Delaware limited liability company (the "Company"), do hereby certify on behalf of the Company that Jennifer R. Miller is Vice President and General Manager of the WT Municipal Services Sub-segment of the Company, and that in such capacity, Ms. Miller has full power and authority to execute and deliver the Company's bid and all related ancillary agreements in connection with the supply of Full Service Odor Control to Lee County Board of County Commissioners in Fort Myers, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 7th day of November 2017.




Karissa Varner
Assistant Secretary

ATTACHMENT #1

RFP170384ANB
Odor Control & Corrosion Services - Annual
Evoqua Water Technologies, LLC - Amendment No. 2

SECOND AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES

SECOND AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Evoqua Water Technologies, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the annual purchase of odor control and corrosion services through Solicitation No. RFP170384ANB with Vendor on the 14th day of May, 2018 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the annual purchase of odor control and corrosion services; and,

WHEREAS, the Parties mutually agree that the price increase will begin on the 14th day of May, 2022; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The price increase will begin on the 14th day of May, 2022
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table in Exhibit B of the Agreement:

[The remainder of this page intentionally left blank.]

ATTACHMENT #1

RFP170384ANB
Odor Control & Corrosion Services - Annual
Evoqua Water Technologies, LLC - Amendment No. 2

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

CHEMICAL/BIOLOGICAL PRODUCTS			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	Bioxide	Gallon	\$2.69
2	Bioxide Plus 71	Gallon	\$3.89
3	Bioxide AE	Gallon	\$2.98
4	Odophos	Gallon	\$1.29
5	Odophos Plus	Gallon	\$1.89
6	Ferric Sulfate (9%)	Gallon	\$1.94
7	PRI-SC Odophos	Gallon	\$0.90
8	PRI-SC Odophos Plus	Gallon	\$1.71
9	PRI-SC Ferric Sulfate (9%)	Gallon	\$1.75
10	50% Hydrogen Peroxide	Pound	\$0.46
11	PRI-SC Peroxide	Pound	\$0.52
12	VX-456 (Bulk Tanker)	Pound	\$1.35
13	VX-456 (Tote)	Pound	\$1.74
14	Aktivox (Bulk Tanker)	Pound	\$1.03
15	Aktivox (Tote)	Pound	\$1.39
16	Textone L	Pound	\$0.98
17	AQuit	Pound	\$17.79
18	AlkAGEN AQ	Gallon	\$1.68
19	Sodium Hydroxide 25%	Gallon	\$3.99
20	Sodium Hydroxide 50%	Gallon	\$6.50
21	Sodium Hypochlorite	Gallon	\$2.75

*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

EQUIPMENT

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H2S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

ATTACHMENT #1

RFP170384ANB
Odor Control & Corrosion Services - Annual
Evoqua Water Technologies, LLC - Amendment No. 2

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$251.00	\$789.10	N/A	N/A
2	0-140	\$1,092.00	\$1,585.91	\$2,497.00	\$3,055.25
3	0-280	\$1,574.00	\$2,215.71	\$3,055.25	\$4,264.00
4	0-600	\$1,768.00	\$2,362.00	\$3,953.00	\$4,831.00
5	0-850	\$2,698.00	\$3,354.00	\$4,351.00	\$4,998.00
6	0-1150	\$3,048.00	\$4,163.00	\$5,167.00	\$6,322.00
7	0-1500	\$3,250.00	\$4,204.00	\$5,266.00	\$6,379.00
8	0-2000	\$3,494.00	\$4,408.00	\$6,316.00	\$7,322.00
9	0-3000	\$4,268.00	\$4,769.00	\$6,246.00	\$8,992.50
10	0-4000	\$4,650.00	\$5,699.00	\$8,739.00	\$12,356.00
11	0-5000	\$4,950.00	\$5,939.00	\$9,499.00	\$15,534.00
12	0-8000	\$7,944.00	\$8,968.00	\$12,674.00	\$16,754.00
13	0-12000	\$11,552.00	\$12,781.00	\$15,534.00	\$20,969.00
14	0-15000	\$12,488.00	\$13,738.00	\$23,611.00	N/A
15	0-18000	\$15,471.00	\$17,162.20	\$28,333.20	N/A

Notes:

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

Fully Automated Odor Control Products

1. H2S Monitor \$ 360.00/mo.
2. Advanced Dosing Controller&Monitor \$ 450.00/mo.

Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.

Professional Services:

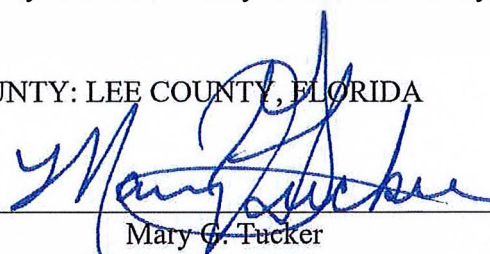
<u>Description</u>	<u>Fee</u>
1. Engineer or Chemist	\$ 200.00/hr.
2. Technician	\$ 150.00/hr.
3. Professional Engineer (P.E.)	\$ 250.00/hr.

ATTACHMENT #1

IN WITNESS WHEREOF this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective Parties hereto.

DATED this 3 day of May, 2022 by the Lee County Board of County Commissioners.

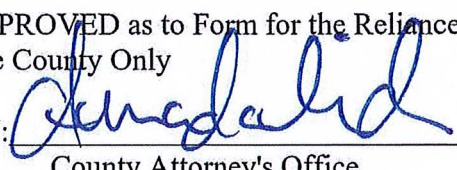
COUNTY: LEE COUNTY, FLORIDA

BY: 

Mary G. Tucker

Director of Procurement Management, on
behalf of the Board of County
Commissioners

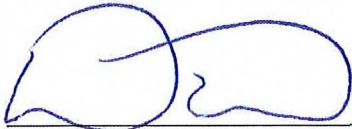
APPROVED as to Form for the Reliance of
Lee County Only

BY: 

County Attorney's Office

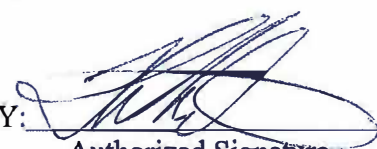
DATED this 11 day of March, 2022 by Evoqua Water Technologies, LLC

ATTEST:



(Witness)

David L. Morano

BY: 

Authorized Signature

Thomas R. Wilson, P.E.

Authorized Signature Printed Name

V.P. & G.M.

Authorized Signature Title

CORPORATE SEAL:





Lee County
Southwest Florida

Kevin Ruane
District One

May 3, 2022

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

Mr. Charles Maltby
Evoqua Water Technologies, LLC
210 Sixth Avenue, Suite 3300
Pittsburg, PA 15222

SUBJECT: Renewal of Annual Contract No. RFP170384ANB
Odor Control & Corrosion Services

Dear Mr. Maltby:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 5/14/22 through 5/13/23.

We are hereby extending the annual contract for an additional one-year period under the same terms and conditions as the original award with the inclusion of the requested pricing from the Board date of 4/19/23. Please see Amendment.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File

ATTACHMENT #1



Lee County
Southwest Florida

Kevin Ruane
District One

November 2, 2021

239-533-8871

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

Mr. Charles Maltby
Evoqua Water Technologies, LLC
210 Sixth Avenue, Suite 3300
Pittsburg, PA 15222

Subject: Renewal of Annual Contract RFP170384ANB
Odor Control & Corrosion Services

Dear Mr. Maltby:

The above-referenced annual contract will expire on May 13, 2022, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one year period (5/14/22 – 5/13/23). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email kurban@leegov.com), within 15 calendar days from receipt. Failure to return by **November 16, 2021**, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

* a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation.

*Please see attached requested pricing

As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.

b. I am not interested in extending this contract for an additional one-year period. Why? _____

Vendor:

Signature Jennifer R. Miller

V. P. & G. M.

Title

2/1/22

Date

Lee County:

Signature of Authorized Official

Procurement Management Director

Title

May 3, 2022

Date

P.O. Box 398, Fort Myers, Florida 33902-0398 Phone: (239) 533-2111
www.leegov.com

AN EQUAL OPPORTUNITY EMPLOYER

ATTACHMENT #1

Item #	Description	Unit Cost	Unit of Measure
1	Bioxide	\$ 2.69	gal
2	Bioxide Plus 71	\$ 3.89	gal
3	Bioxide AE	\$ 2.98	gal
4	Odophos	\$ 1.29	gal
5	Odophos Plus	\$ 1.89	gal
6	Ferric Sulfate (9%)	\$ 1.94	gal
7	PRI-SC Odophos*	NA	gal
8	PRI-SC Odophos Plus*	NA	gal
9	PRI-SC Ferric Sulfate (9%)	NA	gal
10	50% Hydrogen Peroxide	\$ 0.46	lb
11	PRI-SC Peroxide*	NA	lb
12	VX-456 (Bulk Tanker)	\$ 1.35	lb
13	VX-456 (Tote)	\$ 1.74	lb
14	Aktivox (Bulk Tanker)	\$ 1.03	lb
15	Aktivox (Tote)	\$ 1.39	lb
16	Textone L	\$ 0.98	lb
17	AQuit	\$ 17.79	lb
18	Alkagen AQ	\$ 1.68	gal
19	Sodium Hydroxide 25%**	\$ 3.99	gal
20	Sodium Hydroxide 50%**	\$ 6.50	gal
21	Sodium Hypochlorite**	\$ 2.75	gal
22	Perox Plus***	\$ 3.45	lb

Notes:

* PRISC Products no longer available

**Mini-bulk availability

***New product available

ATTACHMENT #1

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H ₂ S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$251.00	\$789.00	NA	NA
2	0-140	\$1,092.00	\$1,585.91	\$2,497.00	\$3,055.25
3	0-280	\$1,574.00	\$2,215.71	\$3,055.25	\$4,264.00
4	0-600	\$1,768.00	\$2,362.00	\$3,953.00	\$4,831.00
5	0-850	\$2,698.00	\$3,354.00	\$4,351.00	\$4,998.00
6	0-1150	\$3,048.00	\$4,163.00	\$5,167.00	\$6,322.00
7	0-1500	\$3,250.00	\$4,204.00	\$5,266.00	\$6,379.00
8	0-2000	\$3,494.00	\$4,408.00	\$6,316.00	\$7,322.00
9	0-3000	\$4,268.00	\$4,769.00	\$6,246.00	\$8,992.50
10	0-4000	\$4,650.00	\$5,699.00	\$8,739.00	\$12,356.00
11	0-5000	\$4,950.00	\$5,939.00	\$9,499.00	\$15,534.00
12	0-8000	\$7,944.00	\$8,968.00	\$12,674.00	\$16,754.00
13	0-12000	\$11,552.00	\$12,781.00	\$15,534.00	\$20,969.00
14	0-15000	\$12,488.00	\$13,738.00	\$23,611.00	NA
15	0-18000	\$15,471.00	\$17,162.20	\$28,333.20	NA
16*	0-20000	\$18,945.00	\$19,445.00	NA	NA

Notes

*New airflow range available to the County.

ATTACHMENT #1

THIRD AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES

THIRD AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Evoqua Water Technologies, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the annual purchase of odor control and corrosion services through Solicitation No. RFP170384ANB with Vendor on the 14th day of May, 2018 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the annual purchase of odor control and corrosion services; and,

WHEREAS, the Parties also desire to correct an error in the Primary Vapor-Phase Technologies costs table; and,

WHEREAS, the Parties also desire to remove several items from the Chemical/Biological products that the Vendor no longer has available; and,

WHEREAS, the Parties mutually agree that items 7, 8, 9, and 11 of the Chemical/Biological products will be listed as "NA", the price increase for Chemical/Biological products will begin on the 14th day of May, 2023. and the price increase for the Primary Vapor-Phase Technologies will begin on the 1st day of January, 2023; and,

WHEREAS, the Parties also mutually agree that the price for item 9C on the Primary Vapor-Phase Technologies costs table shall be corrected from "\$6,246.00" to "\$7,398.00," for any installations occurring prior to the 1st day of January, 2023; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

ATTACHMENT #1

1. The price increase for Chemical/Biological products will begin on the 14th day of May, 2023
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table for Chemical/Biological Products in Exhibit B of the Agreement:

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

CHEMICAL/BIOLOGICAL PRODUCTS			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	Bioxide	Gallon	\$3.37
2	Bioxide Plus 71	Gallon	\$4.57
3	Bioxide AE	Gallon	\$3.55
4	Odophos	Gallon	\$1.68
5	Odophos Plus	Gallon	\$2.09
6	Ferric Sulfate (9%)	Gallon	\$2.36
7	PRI-SC Odophos	Gallon	NA
8	PRI-SC Odophos Plus	Gallon	NA
9	PRI-SC Ferric Sulfate (9%)	Gallon	NA
10	50% Hydrogen Peroxide	Pound	\$0.49
11	PRI-SC Peroxide	Pound	NA
12	VX-456 (Bulk Tanker)	Pound	\$1.69
13	VX-456 (Tote)	Pound	\$2.25
14	Aktivox (Bulk Tanker)	Pound	\$1.26
15	Aktivox (Tote)	Pound	\$1.74
16	Textone L	Pound	\$1.29
17	AQuit	Pound	\$22.00
18	AlkAGEN AQ	Gallon	\$2.04
19	Sodium Hydroxide 25%	Gallon	\$4.89
20	Sodium Hydroxide 50%	Gallon	\$8.45
21	Sodium Hypochlorite	Gallon	\$4.20

*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

[Remainder of the page left intentionally blank.]

ATTACHMENT #1

RFP170384ANB
Odor Control & Corrosion Services - Annual
Evoqua Water Technologies, LLC - Amendment No. 3

3. The Parties agree that the following table shall supersede the existing table for Primary Vapor-Phase Technologies Monthly Costs in Exhibit B of the Agreement, for any installations prior to the 1st day of January, 2023:

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$251.00	\$789.10	N/A	N/A
2	0-140	\$1,092.00	\$1,585.91	\$2,497.00	\$3,055.25
3	0-280	\$1,574.00	\$2,215.71	\$3,055.25	\$4,264.00
4	0-600	\$1,768.00	\$2,362.00	\$3,953.00	\$4,831.00
5	0-850	\$2,698.00	\$3,354.00	\$4,351.00	\$4,998.00
6	0-1150	\$3,048.00	\$4,163.00	\$5,167.00	\$6,322.00
7	0-1500	\$3,250.00	\$4,204.00	\$5,266.00	\$6,379.00
8	0-2000	\$3,494.00	\$4,408.00	\$6,316.00	\$7,322.00
9	0-3000	\$4,268.00	\$4,769.00	\$7,398.00	\$8,992.50
10	0-4000	\$4,650.00	\$5,699.00	\$8,739.00	\$12,356.00
11	0-5000	\$4,950.00	\$5,939.00	\$9,499.00	\$15,534.00
12	0-8000	\$7,944.00	\$8,968.00	\$12,674.00	\$16,754.00
13	0-12000	\$11,552.00	\$12,781.00	\$15,534.00	\$20,969.00
14	0-15000	\$12,488.00	\$13,738.00	\$23,611.00	N/A
15	0-18000	\$15,471.00	\$17,162.20	\$28,333.20	N/A

Notes:

- A. A mobilization fee of two (2) times the monthly rental fee shall apply for all units installed prior to 1/1/2023. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
- B. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

[Remainder of the page left intentionally blank.]

ATTACHMENT #1

RFP170384ANB
Odor Control & Corrosion Services - Annual
Evoqua Water Technologies, LLC - Amendment No. 3

4. The Parties agree that the following table shall supersede the existing table for Primary Vapor-Phase Technologies Monthly Costs in Exhibit B of the Agreement, for any installations after the 1st day of January, 2023:

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$281.12	\$883.68	NA	NA
2	0-140	\$1,223.04	\$1,776.22	\$2,796.64	\$3,421.88
3	0-280	\$1,762.88	\$2,481.60	\$3,421.88	\$4,775.68
4	0-600	\$1,980.16	\$2,645.44	\$4,427.36	\$5,410.72
5	0-850	\$3,021.76	\$3,756.48	\$4,873.12	\$5,597.76
6	0-1150	\$3,413.76	\$4,662.56	\$5,787.04	\$7,080.64
7	0-1500	\$3,640.00	\$4,708.48	\$5,897.92	\$7,144.48
8	0-2000	\$3,913.28	\$4,936.96	\$7,073.92	\$8,200.64
9	0-3000	\$4,780.16	\$5,341.28	\$6,995.52	\$10,071.60
10	0-4000	\$5,208.00	\$6,382.88	\$9,787.68	\$13,838.72
11	0-5000	\$5,544.00	\$6,651.68	\$10,638.88	\$17,398.08
12	0-8000	\$8,897.28	\$10,044.16	\$14,194.88	\$18,764.48
13	0-12000	\$12,938.24	\$14,314.72	\$17,398.08	\$23,485.28
14	0-15000	\$13,986.56	\$15,386.56	\$26,444.32	NA
15	0-18000	\$17,327.52	\$19,221.66	\$31,733.18	NA

Notes:

- A. A mobilization fee of three (3) times the monthly rental fee shall apply for all units installed after 1/1/2023. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
- B. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

[Remainder of the page left intentionally blank.]

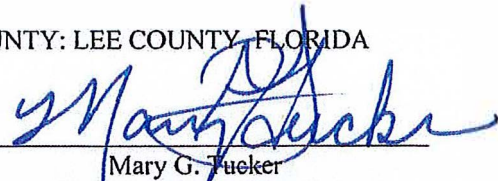
ATTACHMENT #1

RFP170384ANB
Odor Control & Corrosion Services - Annual
Evoqua Water Technologies, LLC - Amendment No. 3

IN WITNESS WHEREOF this Third Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective Parties hereto.

DATED this 13 day of March, 202~~2~~³ by the Lee County Board of County
Commissioners.

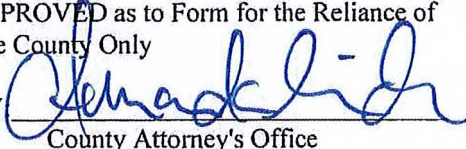
COUNTY: LEE COUNTY, FLORIDA

BY: 

Mary G. Tucker

Director of Procurement Management, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

BY: 

County Attorney's Office

DATED this 8th day of December, 2022 by Evoqua Water Technologies, LLC

ATTEST:

BY: 

Authorized Signature

See Attached Officer's Certificate
(Witness)

Thomas R. Wilson, P.E.

Authorized Signature Printed Name

V.P. & G.M.

Authorized Signature Title



Page 5 of 5



Kevin Ruane
District One

March 14, 2023

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

Mr. Charles Maltby
Evoqua Water Technologies, LLC
210 Sixth Avenue, Attn: Legal Dept., Suite 3300
Pittsburgh, PA 15222

SUBJECT: Renewal of Annual Contract No. RFP170384ANB
Odor Control & Corrosion Services

Dear Mr. Maltby:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 5/14/23 through 5/13/24.

We are hereby extending the annual contract for an additional one-year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File

Page 299 of 360

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF MOUNT DORA
AND EVOQUA WATER TECHNOLOGIES, LLC**

THIS FIRST AMENDMENT is entered into by and between the **CITY OF MOUNT DORA**, a municipal corporation of the State of Florida, whose address is 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and **EVOQUA WATER TECHNOLOGIES, LLC**, a Delaware limited liability company authorized to do business in the State of Florida, whose address is 111 47th Street, Pittsburgh, Pennsylvania 15201 (the “CONTRACTOR”).

WHEREAS, on April 19, 2023, the CITY executed the Piggyback Agreement between the CITY and the CONTRACTOR (the “Agreement”) based on an Underlying Agreement for Odor Control & Corrosion Services between the CONTRACTOR and Lee County Board of County Commissioners, dated May 14, 2018, which was competitively solicited by Lee County through RFP170384ANB; and

WHEREAS, on May 13, 2024, Lee County executed a six-month extension of the Underlying Contract; and

WHEREAS, the parties have determined that it is in their mutual best interest to extend the term of the Agreement for six additional months.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, which the parties acknowledge is valuable consideration, the CITY and the CONTRACTOR agree as follows:

1. Section 1, *Term*, is hereby amended to extend the Term retroactively from the date of the original Agreement’s expiration through and including November 13, 2024.
2. All other terms and conditions of the original Agreement, or any modification thereof, shall remain in full force and effect, and to the extent of any conflict between this First Amended Agreement and the original Agreement, or any modification thereof, this First Amended Agreement shall prevail.

[Signatures on following page]

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

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

Approved as to form:

Patrick Brackins, City Attorney

EVOQUA WATER TECHNOLOGIES, LLC

By: 

Print: Nicole Springer

Title: V.P & G.M

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged and sworn before me by means of X physical presence or online notarization of Nicole Springer, as V.P & G.M, of Evoqua Water Technologies LLC, who personally swore or affirmed that he/she is authorized to execute this **AMENDMENT** and thereby bind the **CONTRACTOR**, and who is personally known to me X or who produced as identification, and who did X did not take an oath this 20 day of November 2024.




NOTARY PUBLIC, State of Florida

(stamp)



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

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of First Amendment to Agreement Between the City of Mount Dora and Ceres Environmental Services, Inc. for Emergency Debris Hauling Services

Introduction:

This is a request for Council to approve the First Amendment to Agreement between the City of Mount Dora and Ceres Environmental Services, Inc. for Emergency Debris Hauling Services.

Discussion:

At the November 4, 2024, City Council regular session, the City Manager presented the Letter of Intent to Amend Contract for Emergency Debris Hauling Services – RFP# 24-PW-002. This letter informed Cere's Environmental, Inc. of the City's intent to amend the contract unit price for removal of vegetation debris and construction related debris material.

The new price is market driven and deemed necessary to assure sufficient debris hauler resources to complete Hurricane Milton debris cleanup promptly and expeditiously. This price change only applies to the H. Milton related debris cleanup and is retroactive to November 4, 2024.

Budget Impact:

Associated with Hurricane Milton disaster and qualified debris removal costs may be reimbursed by FEMA.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Recommendation:

Council approve the First Amendment to Agreement between the City of Mount Dora and Ceres Environmental Services, Inc. for Emergency Debris Hauling Services.

Attachment(s):

1. Attachment 1.Letter of Intent (VS City Manager Signed)
2. Ceres Emergency Debris Agreement -1st Amendment Ceres Executed

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 - 11/19/2024

Approved - 11/19/2024

Approved - 11/19/2024

Approved - 11/22/2024

Approved - 11/22/2024

Final Approval - 11/22/2024



CITY OF
MOUNT
DORA

Someplace Special.

November 4, 2024

Ceres Environmental Services, Inc.
Tia Laurie – Director of Administration 6371 Business Blvd.
Sarasota, FL 32440

Subject: Letter of Intent to Amend Contract for Emergency Debris Hauling Services – RFP# 24-PW-002.

Dear Ms. Laurie,

I am writing on behalf of the City of Mount Dora (the “City”) to express the City’s intent to amend the current Agreement Between the City and Ceres Environmental Services, Inc. for Emergency Debris Hauling Services (the “Agreement”), entered into on or about July 3, 2024.

Subject to the approval of the City Council, we intend to amend the Agreement to change the Unit Rates Price Schedules for vegetative debris and construction and demolition debris removal to \$17.00 per cubic yard, set forth in the Agreement at Exhibit B, Tab 6, Schedule 2. We anticipate that the work will commence no later than November 4, 2024, and the City Council will consider the amendment at the next regularly scheduled public meeting. The City also expects Ceres Environmental Services, Inc. to promptly submit the performance bond required under the Agreement.

This Letter of Intent is intended to fill the gap between November 4, 2024, and the when the City Council considers approval of the amendment at its next regularly scheduled public meeting on November 19, 2024.

Please contact me with any questions or concerns.

Respectfully,

Vince Sandersfeld
Vince Sandersfeld
City Manager
City of Mount Dora



(352) 735-7100



www.CityofMountDora.com



510 N. Baker St. Mount
Dora, FL 32757



**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF MOUNT DORA
AND CERES ENVIRONMENTAL SERVICES, INC. FOR
EMERGENCY DEBRIS HAULING SERVICES**

THIS FIRST AMENDMENT is entered into by and between the City of Mount Dora, municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 (the “City”) and CERES ENVIRONMENTAL SERVICES, INC., 6371 Business Boulevard, Suite 100, Sarasota, FL 34240 (the “Contractor”).

WHEREAS, on July 3, 2024, pursuant to Request for Proposal #24-PW-002, the City and the Contractor entered into an Agreement for Emergency Debris Hauling Services (the “Agreement”); and

WHEREAS, the City remains in a declared state of local emergency, pursuant to Resolution 2024-20, including all subsequent extensions thereof, due to the impacts of Hurricane Milton on October 9, 2024; and

WHEREAS, the risks to the public health, safety and welfare from the ongoing impacts from Hurricane Milton remain high and recovery efforts are a priority for the City; and

WHEREAS, the Agreement provides that it may be modified in writing if executed by both parties; and

WHEREAS, in order to expedite recovery efforts, comply with all applicable local, state, and federal regulations relating to reimbursable expenses, and to provide for market based, good faith pricing, the parties have agreed to modify the pricing terms of the Agreement solely with respect to the scope of services for ongoing recovery efforts from Hurricane Milton; and

WHEREAS, the parties intend for these amended pricing terms to apply retroactively to October 9, 2024.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, which the parties acknowledge is valuable consideration, the CITY and the CONTRACTOR agree as follows:

1. Exhibit B of the Agreement, at Tab 6 is hereby amended to replace Schedule 2 - Unit Rates Price Schedule as set forth in **Exhibit “A”** hereto; and
2. The modified Schedule 2 – Unit Rates Price Schedule in **Exhibit “A”** shall apply only to recovery efforts under the Agreement with respect to Hurricane Milton; and
3. All other terms and conditions of the Agreement shall remain in full force and effect; and

4. In the event of a conflict between the express terms of the First Amendment and the Agreement, the terms of the First Amendment shall control; and
5. The effective date of these pricing term amendments shall be October 9, 2024.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this First Amendment, retroactively effective to October 9, 2024, on November 4, 2024.

CITY OF MOUNT DORA

JAMES HOMICH, MAYOR
City of Mount Dora

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legal sufficiency

Patrick Brackins, City Attorney

CONTRACTOR
CERES ENVIRONMENTAL SERVICES, INC.

By: Tia Laurie

Print: Tia Laurie

Title: Corporate Secretary

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was sworn to and acknowledged before me by means of X physical presence or ___ online notarization of Tia Laurie, as Corporate Secretary, of Ceres Environmental Services, Inc. who personally swore or affirmed that he/she is authorized to execute this First Amendment and thereby bind Ceres Environmental Services, Inc., who is personally known to me or who produced ___ as identification, and who did ___ did not ___ take an oath this 18th day of November 2024.

Tracey Mancini
NOTARY PUBLIC, STATE OF FLORIDA

(stamp)

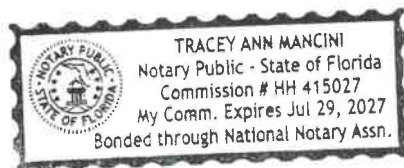


Exhibit "A"

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE

Column1	Column2	Column3	Column4	Column5
CATEGORY A: EQUIPMENT TYPE WITH OPERATOR Extended price to = (Est. Hours x Labor Rate) + (Est. Hours x Equip Rate)	Estimated Hours	Hourly Labor Rate	Hourly Equip. Rate	Total Extended Price
Air Curtain Burner, Self-Contained System	350	\$ 58.00	\$ 38.00	\$ 33,600.00
50' Bucket Truck	350	\$ 64.00	\$ 130.00	\$ 67,900.00
Crash Truck w/Impact Attenuator	140	\$ 58.00	\$ 64.00	\$ 17,080.00
Dozer, Tracked, D3 or Equivalent	70	\$ 64.00	\$ 55.00	\$ 8,330.00
Dozer, Tracked, D4 or Equivalent	140	\$ 64.00	\$ 85.00	\$ 20,860.00
Dozer, Tracked, D5 or Equivalent	210	\$ 64.00	\$ 120.00	\$ 38,640.00
Dozer, Tracked, D8 or Equivalent	210	\$ 64.00	\$ 130.00	\$ 40,740.00
Dump Truck, 16 +/- CY	140	\$ 60.00	\$ 25.00	\$ 11,900.00
Dump Truck, 20 +/- CY	210	\$ 60.00	\$ 28.00	\$ 18,480.00
Dump Truck, 38 +/- CY	210	\$ 60.00	\$ 30.00	\$ 18,900.00
Generator, 5.5 kW, List kW Capacity	140	\$ 58.00	\$ 21.19	\$ 11,086.25
Generator, 200 kW, List kW Capacity	140	\$ 58.00	\$ 73.63	\$ 18,428.38
Generator, 2,500 kW, List kW Capacity	210	\$ 58.00	\$ 517.69	\$ 120,894.38
Light Plant with Fuel and Support	350	\$ -	\$ 35.00	\$ 12,250.00
Grader w/12" Blade (Min. 30,000 LB)	70	\$ 64.00	\$ 116.00	\$ 12,600.00
Hydraulic Excavator, 1.5 CY	140	\$ 64.00	\$ 114.00	\$ 24,920.00
Hydraulic Excavator, 2.5 CY	140	\$ 64.00	\$ 115.00	\$ 25,060.00
Kunckleboom Loader	350	\$ 64.00	\$ 104.00	\$ 58,800.00
Lowboy Trailer w/ Tractor	140	\$ 58.00	\$ 48.00	\$ 14,840.00
Mobile Crane up to 15 Ton	140	\$ 64.00	\$ 125.00	\$ 26,460.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$ -	\$ 46.00	\$ 3,220.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$ -	\$ 84.00	\$ 5,880.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$ -	\$ 118.00	\$ 8,260.00
Vac Truck (Mist Capacity), List Capacity	210	\$ 58.00	\$ 55.00	\$ 23,730.00
Pickup Truck, 1 Ton	70	\$ 58.00	\$ 9.43	\$ 4,719.75
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	140	\$ 64.00	\$ 55.00	\$ 16,660.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	140	\$ 64.00	\$ 50.00	\$ 15,960.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	140	\$ 64.00	\$ 55.00	\$ 16,660.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	140	\$ 64.00	\$ 348.00	\$ 144,200.00
Tub Grinder, 800 to 1,000 HP	350	\$ 64.00	\$ 112.00	\$ 24,640.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	140	\$ 64.00	\$ 116.00	\$ 25,200.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	\$ 58.00	\$ 18.48	\$ 5,353.60
Truck, Flatbed	350	\$ -	\$ 40.00	\$ 14,000.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	350	\$ 58.00	\$ 47.00	\$ 36,750.00
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	140	\$ 64.00	\$ 65.00	\$ 18,060.00
Wheel Loader, 3 CY, 152 HP	140	\$ 64.00	\$ 68.00	\$ 18,480.00
Wheel Loader, 4.0 CY, 200 HP	210	\$ 64.00	\$ 58.00	\$ 25,620.00
Wheel Loader, 1.5 CY, 95 HP				
CATEGORY A: EQUIPMENT TYPE WITH OPERATOR - TOTAL EXTENDED PRICE:				\$ 1,025,822.35

OTHERS NOT LISTED IN EQUIPMENT TYPE W/OPERATOR CATEGORY - PLEASE LIST BELOW & INCLUDE PRICING Per Above Format

CATEGORY B: LABOR Extended price to = (Est. Hours x Hourly Labor Rate)	Estimated Hours	Hourly Labor Rate	Hourly Equip. Rate	Total Extended Price
Operations Manager w/ Cell Phone and Half Ton Pickup Truck	70	\$ 75.00	\$ -	\$ 5,250.00
Crew Foreman w/Cell Phone & 1 Ton Equip., Truck w/ Small Tools and Misc. Supplies in Support of Crew	140	\$ 70.00	\$ -	\$ 9,800.00
Tree Climber / Chainsaw and All Gear	350	\$ 55.00	\$ -	\$ 19,250.00
Laborer w/ Chainsaw and All Gear	350	\$ 55.00	\$ -	\$ 19,250.00
Laborer w/ Small Tools, Traffic Control or Flag Person	350	\$ 55.00	\$ -	\$ 19,250.00
Bonded and Certified Security Personnel	140	\$ 50.00	\$ -	\$ 7,000.00
CATEGORY B: LABOR - TOTAL EXTENDED PRICE:				\$ 79,800.00

OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW & INCLUDE PRICING Per Above Format

CATEGORY C: CREW CATEGORY Extended price to = (Est. Hours x Hourly Labor Rate)	Estimated Hours	Hourly Labor Rate		Total Extended Price
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	350	\$ 298.00		\$ 104,300.00
CATEGORY C: CREW CATEGORY - TOTAL EXTENDED PRICE:				\$ 104,300.00

OTHERS NOT LISTED IN CREW CATEGORY - PLEASE LIST BELOW & INCLUDE PRICING Per Above Format

GRAND TOTAL OF SCHEDULE 1: (Combine Total Extended Prices for ALL 3 Categories on Schedule 1)	\$ 1,209,922.35
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SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2-16. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City.

Column1	Column2	Column3	Column4	Column5
---------	---------	---------	---------	---------

2 Vegetative Debris Removal (based on Section 2.6.2)

Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site.

0 to 15 miles

Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate) NA
100,000	\$ 17.00	\$ 1,700,000.00	\$ 90.99

15.1 to 30 miles	125,000	\$ 17.00	\$ 2,125,000.00	\$ 91.58
30.1 to 60 miles	75,000	\$ 17.00	\$ 1,275,000.00	\$ 91.96
60.1 miles and Greater	50,000	\$ 17.00	\$ 850,000.00	\$ 92.91
SUBTOTAL:			\$ 5,950,000.00	

3 C&D Debris Removal (based on Section 2.6.2)

Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site.

	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 15 miles	15,000	\$ 17.00	\$ 255,000.00	\$ 72.60
15.1 to 30 miles	25,000	\$ 17.00	\$ 425,000.00	\$ 73.05
30.1 to 60 miles	25,000	\$ 17.00	\$ 425,000.00	\$ 73.35
60.1 miles and Greater	15,000	\$ 17.00	\$ 255,000.00	\$ 74.10
SUBTOTAL:			\$ 1,360,000.00	

4 Demolition, Removal, Transport and Disposal of Non-RACM Structures (based on Section 2.6.4)

Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a City approved final disposal site.

	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 15 miles	5,000	\$ 17.50	\$ 87,500.00	\$ 137.94
15.1 to 30 miles	10,000	\$ 18.50	\$ 185,000.00	\$ 138.80
30.1 to 60 miles	10,000	\$ 19.00	\$ 190,000.00	\$ 139.37
60.1 miles and Greater	5,000	\$ 19.50	\$ 97,500.00	\$ 140.79
SUBTOTAL:			\$ 560,000.00	

5 Demolition, Removal, Transport and Disposal of RACM Structures (based on Section 2.6.5)

Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a City approved final disposal site.

	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 15 miles	5,000	\$ 26.50	\$ 132,500.00	\$ 206.91
15.1 to 30 miles	10,000	\$ 27.50	\$ 275,000.00	\$ 208.20
30.1 to 60 miles	10,000	\$ 28.00	\$ 280,000.00	\$ 209.06
60.1 miles and Greater	5,000	\$ 28.50	\$ 142,500.00	\$ 211.19
SUBTOTAL:			\$ 830,000.00	

6 DMS Operation and Reduction Through Grinding (based on Section 2.6.6)

		\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
	175,000	\$ 4.48	\$ 784,000.00	\$ 19.98
SUBTOTAL:			\$ 784,000.00	

7 DMS Management and Reduction by Air Curtain

		\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
	175,000	\$ 3.98	\$ 696,500.00	\$ 17.78
SUBTOTAL:			\$ 696,500.00	

8 Haulout of Reduced Debris to a City Approved Final Disposal Site (based on Section 2.6.8)

Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS to a City designated final disposal site.

	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 15 miles	6,200	\$ 3.41	\$ 21,142.00	\$ 32.58
15.1 to 30 miles	9,200	\$ 4.57	\$ 42,044.00	\$ 39.48
30.1 to 60 miles	16,000	\$ 5.77	\$ 92,320.00	\$ 47.92
60.1 miles and Greater	31,000	\$ 7.22	\$ 223,820.00	\$ 58.07
SUBTOTAL:			\$ 379,326.00	

9 Removal of Hazardous Trees and Limbs (based on Section 2.6.9)

Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.

	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter	1,500	\$ 35.00	\$ 52,500.00
13 inch to 24.99 inch diameter	1,000	\$ 195.00	\$ 195,000.00
25 inch to 36.99 inch diameter	750	\$ 245.00	\$ 183,750.00
37 inch to 48.99 inch diameter	300	\$ 298.00	\$ 89,400.00
49 inch and larger diameter	100	\$ 345.00	\$ 34,500.00
Hanger Removal (per Tree)	3,000	\$ 98.00	\$ 294,000.00
SUBTOTAL:			\$ 849,150.00

10 Removal of Hazardous Stumps (based on Section 2.6.10)

Work consists of removing eligible hazardous stumps and transporting resulting debris from the City ROW to a City approved DMS. Rate includes removal, backfill or stump hole, reduction and final disposal.

	Estimated Quantity	\$ Per Stump	Total
24.1 inch to 36.99 inch diameter	500	\$ 375.00	\$ 187,500.00
37 inch to 48.99 inch diameter	250	\$ 400.00	\$ 100,000.00
49 inch and larger diameter	50	\$ 450.00	\$ 22,500.00
SUBTOTAL:			\$ 310,000.00

11 ROW White Goods Debris Removal (based on Section 2.6.11)

Work consists of the removal of eligible White Goods from the ROW to a City approved DMS site or City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the City approved DMS to a City approved facility for recycling.

	Estimated Quantity	\$ Per Unit	Total
AC Units, Refrigerators and Freezers requiring refrigerated recovery and decontamination.	250	\$ 95.00	\$ 23,750.00
Washers, dryers, stoves, ovens and hot water heaters	500	\$ 45.00	\$ 22,500.00
SUBTOTAL:			\$ 46,250.00

12 Household Hazardous Waste Removal, Transport and Disposal (based on Section 2.6.12)

Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW Type 1 Landfill.

	Estimated Quantity	\$ Per Pound	Total
	10,000	\$ 3.98	\$ 39,800.00
SUBTOTAL:			\$ 39,800.00

13 E-Waste Removal (based on Section 2.6.13)

Work consists of the collection, recovery, transportation and disposal of televisions, computers, computer monitors and microwaves unless otherwise specified in writing by the City.

	Estimated Quantity	\$ Per Unit	Total
	250	\$ 35.00	\$ 8,750.00
SUBTOTAL:			\$ 8,750.00

14 Abandoned Vehicle Removal (based on Section 2.6.14)

Work consists of the removal and transport of eligible abandoned vehicles.

	Estimated Quantity	\$ Per Unit	Total
Passenger Car	50	\$ 100.00	\$ 5,000.00
Single Axle	25	\$ 150.00	\$ 3,750.00
Double Axle	25	\$ 200.00	\$ 5,000.00
SUBTOTAL:			\$ 13,750.00

15 Abandoned Vessel Removal (based on Section 2.6.14)

Work consists of the removal and transport of elible abandoned vessels.

	Estimated Quantity	\$ Per Unit	Total
Vessels up to and including 20 linear feet	75	\$ 860.00	\$ 64,500.00
Vessels greater than 20 linear feet	50	\$ 900.00	\$ 45,000.00
SUBTOTAL:			\$ 109,500.00

16 Animal Carcass Removal (based on Section 2.6.15)

Work consists of the recovery, removal and disposal of dead animal carcass.

	Estimated Quantity	\$ Per Pound	Total
	10,000	\$ 0.95	\$ 9,500.00
SUBTOTAL:			\$ 9,500.00

GRAND TOTAL OF SCHEDULE 2:

(Combine all Schedule 2 SUB TOTALS (Exclude Alternate Pricing))

\$	11,946,526.00
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**COMBINED GRAND TOTAL OF
SCHEDULES 1 AND 2:**NOTE: THIS COMBINED GRAND TOTAL AMOUNT WILL BE USED
FOR PRICE EVALUATION PURPOSES ONLY.

\$	13,156,448.35
----	---------------

Exhibit "C"

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE

Column1	Column2	Column3	Column4	Column5
CATEGORY A: EQUIPMENT TYPE WITH OPERATOR Extended price to = (Est. Hours x Labor Rate) + (Est. Hours x Equip Rate)	Estimated Hours	Hourly Labor Rate	Hourly Equip. Rate	Total Extended Price
Air Curtain Burner, Self-Contained System	350	\$ 58.00	\$ 38.00	\$ 33,600.00
50' Bucket Truck	350	\$ 64.00	\$ 130.00	\$ 67,900.00
Crash Truck w/Impact Attenuator	140	\$ 58.00	\$ 64.00	\$ 17,080.00
Dozer, Tracked, D3 or Equivalent	70	\$ 64.00	\$ 55.00	\$ 8,330.00
Dozer, Tracked, D4 or Equivalent	140	\$ 64.00	\$ 85.00	\$ 20,860.00
Dozer, Tracked, D5 or Equivalent	210	\$ 64.00	\$ 120.00	\$ 38,640.00
Dozer, Tracked, D8 or Equivalent	210	\$ 64.00	\$ 130.00	\$ 40,740.00
Dump Truck, 16 +/- CY	140	\$ 60.00	\$ 25.00	\$ 11,900.00
Dump Truck, 20 +/- CY	210	\$ 60.00	\$ 28.00	\$ 18,480.00
Dump Truck, 38 +/- CY	210	\$ 60.00	\$ 30.00	\$ 18,900.00
Generator, 5.5 kW, List kW Capacity	140	\$ 58.00	\$ 21.19	\$ 11,086.25
Generator, 200 kW, List kW Capacity	140	\$ 58.00	\$ 73.63	\$ 18,428.38
Generator, 2,500 kW, List kW Capacity	210	\$ 58.00	\$ 517.69	\$ 120,894.38
Light Plant with Fuel and Support	350	\$ -	\$ 35.00	\$ 12,250.00
Grader w/12" Blade (Min. 30,000 LB)	70	\$ 64.00	\$ 116.00	\$ 12,600.00
Hydraulic Excavator, 1.5 CY	140	\$ 64.00	\$ 114.00	\$ 24,920.00
Hydraulic Excavator, 2.5 CY	140	\$ 64.00	\$ 115.00	\$ 25,060.00
Kunckleboom Loader	350	\$ 64.00	\$ 104.00	\$ 58,800.00
Lowboy Trailer w/ Tractor	140	\$ 58.00	\$ 48.00	\$ 14,840.00
Mobile Crane up to 15 Ton	140	\$ 64.00	\$ 125.00	\$ 26,460.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$ -	\$ 46.00	\$ 3,220.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$ -	\$ 84.00	\$ 5,880.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$ -	\$ 118.00	\$ 8,260.00
Vac Truck (Mist Capacity), List Capacity	210	\$ 58.00	\$ 55.00	\$ 23,730.00
Pickup Truck, 1 Ton	70	\$ 58.00	\$ 9.43	\$ 4,719.75
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	140	\$ 64.00	\$ 55.00	\$ 16,660.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	140	\$ 64.00	\$ 55.00	\$ 16,660.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	140	\$ 64.00	\$ 50.00	\$ 15,960.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	140	\$ 64.00	\$ 55.00	\$ 16,660.00
Tub Grinder, 800 to 1,000 HP	350	\$ 64.00	\$ 348.00	\$ 144,200.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	140	\$ 64.00	\$ 112.00	\$ 24,640.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	140	\$ 64.00	\$ 116.00	\$ 25,200.00
Truck, Flatbed	70	\$ 58.00	\$ 18.48	\$ 5,353.60
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	350	\$ -	\$ 40.00	\$ 14,000.00
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	350	\$ 58.00	\$ 47.00	\$ 36,750.00
Wheel Loader, 3 CY, 152 HP	140	\$ 64.00	\$ 65.00	\$ 18,060.00
Wheel Loader, 4.0 CY, 200 HP	140	\$ 64.00	\$ 68.00	\$ 18,480.00
Wheel Loader, 1.5 CY, 95 HP	210	\$ 64.00	\$ 58.00	\$ 25,620.00
CATEGORY A: EQUIPMENT TYPE WITH OPERATOR - TOTAL EXTENDED PRICE:				\$ 1,025,822.35

OTHERS NOT LISTED IN EQUIPMENT TYPE W/OPERATOR CATEGORY - PLEASE LIST BELOW & INCLUDE PRICING Per Above Format

CATEGORY B: LABOR Extended price to = (Est. Hours x Hourly Labor Rate)	Estimated Hours	Hourly Labor Rate	Hourly Equip. Rate	Total Extended Price
Operations Manager w/ Cell Phone and Half Ton Pickup Truck	70	\$ 75.00	\$ -	\$ 5,250.00
Crew Foreman w/Cell Phone & 1 Ton Equip., Truck w/ Small Tools and Misc. Supplies in Support of Crew	140	\$ 70.00	\$ -	\$ 9,800.00
Tree Climber / Chainsaw and All Gear	350	\$ 55.00	\$ -	\$ 19,250.00
Laborer w/ Chainsaw and All Gear	350	\$ 55.00	\$ -	\$ 19,250.00
Laborer w/ Small Tools, Traffic Control or Flag Person	350	\$ 55.00	\$ -	\$ 19,250.00
Bonded and Certified Security Personnel	140	\$ 50.00	\$ -	\$ 7,000.00
CATEGORY B: LABOR - TOTAL EXTENDED PRICE:				\$ 79,800.00

OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW & INCLUDE PRICING Per Above Format

CATEGORY C: CREW CATEGORY Extended price to = (Est. Hours x Hourly Labor Rate)	Estimated Hours	Hourly Labor Rate		Total Extended Price
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	350	\$ 298.00		\$ 104,300.00
CATEGORY C: CREW CATEGORY - TOTAL EXTENDED PRICE:				\$ 104,300.00

OTHERS NOT LISTED IN CREW CATEGORY - PLEASE LIST BELOW & INCLUDE PRICING Per Above Format

GRAND TOTAL OF SCHEDULE 1: (Combine Total Extended Prices for ALL 3 Categories on Schedule 1)	\$ 1,209,922.35
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SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2-16. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City.

Column1	Column2	Column3	Column4	Column5
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2 Vegetative Debris Removal (based on Section 2.6.2)

Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site.

Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate) NA
0 to 15 miles	100,000 \$ 17.00	\$ 1,700,000.00	\$ 90.99

15.1 to 30 miles	125,000	\$ 17.00	\$ 2,125,000.00	\$ 91.58
30.1 to 60 miles	75,000	\$ 17.00	\$ 1,275,000.00	\$ 91.96
60.1 miles and Greater	50,000	\$ 17.00	\$ 850,000.00	\$ 92.91
SUBTOTAL:			\$ 5,950,000.00	

3 C&D Debris Removal (based on Section 2.6.2)

Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site.

	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 15 miles	15,000	\$ 17.00	\$ 255,000.00	\$ 72.60
15.1 to 30 miles	25,000	\$ 17.00	\$ 425,000.00	\$ 73.05
30.1 to 60 miles	25,000	\$ 17.00	\$ 425,000.00	\$ 73.35
60.1 miles and Greater	15,000	\$ 17.00	\$ 255,000.00	\$ 74.10
SUBTOTAL:			\$ 1,360,000.00	

4 Demolition, Removal, Transport and Disposal of Non-RACM Structures (based on Section 2.6.4)

Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a City approved final disposal site.

	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 15 miles	5,000	\$ 17.50	\$ 87,500.00	\$ 137.94
15.1 to 30 miles	10,000	\$ 18.50	\$ 185,000.00	\$ 138.80
30.1 to 60 miles	10,000	\$ 19.00	\$ 190,000.00	\$ 139.37
60.1 miles and Greater	5,000	\$ 19.50	\$ 97,500.00	\$ 140.79
SUBTOTAL:			\$ 560,000.00	

5 Demolition, Removal, Transport and Disposal of RACM Structures (based on Section 2.6.5)

Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a City approved final disposal site.

	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 15 miles	5,000	\$ 26.50	\$ 132,500.00	\$ 206.91
15.1 to 30 miles	10,000	\$ 27.50	\$ 275,000.00	\$ 208.20
30.1 to 60 miles	10,000	\$ 28.00	\$ 280,000.00	\$ 209.06
60.1 miles and Greater	5,000	\$ 28.50	\$ 142,500.00	\$ 211.19
SUBTOTAL:			\$ 830,000.00	

6 DMS Operation and Reduction Through Grinding (based on Section 2.6.6)

		\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
	175,000	\$ 4.48	\$ 784,000.00	\$ 19.98
SUBTOTAL:			\$ 784,000.00	

7 DMS Management and Reduction by Air Curtain

		\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
	175,000	\$ 3.98	\$ 696,500.00	\$ 17.78
SUBTOTAL:			\$ 696,500.00	

8 Haulout of Reduced Debris to a City Approved Final Disposal Site (based on Section 2.6.8)

Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS to a City designated final disposal site.

	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
0 to 15 miles	6,200	\$ 3.41	\$ 21,142.00	\$ 32.58
15.1 to 30 miles	9,200	\$ 4.57	\$ 42,044.00	\$ 39.48
30.1 to 60 miles	16,000	\$ 5.77	\$ 92,320.00	\$ 47.92
60.1 miles and Greater	31,000	\$ 7.22	\$ 223,820.00	\$ 58.07
SUBTOTAL:			\$ 379,326.00	

9 Removal of Hazardous Trees and Limbs (based on [Section 2.6.9](#))

Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.

	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter	1,500	\$ 35.00	\$ 52,500.00
13 inch to 24.99 inch diameter	1,000	\$ 195.00	\$ 195,000.00
25 inch to 36.99 inch diameter	750	\$ 245.00	\$ 183,750.00
37 inch to 48.99 inch diameter	300	\$ 298.00	\$ 89,400.00
49 inch and larger diameter	100	\$ 345.00	\$ 34,500.00
Hanger Removal (per Tree)	3,000	\$ 98.00	\$ 294,000.00
SUBTOTAL:			\$ 849,150.00

10 Removal of Hazardous Stumps (based on [Section 2.6.10](#))

Work consists of removing eligible hazardous stumps and transporting resulting debris from the City ROW to a City approved DMS. Rate includes removal, backfill or stump hole, reduction and final disposal.

	Estimated Quantity	\$ Per Stump	Total
24.1 inch to 36.99 inch diameter	500	\$ 375.00	\$ 187,500.00
37 inch to 48.99 inch diameter	250	\$ 400.00	\$ 100,000.00
49 inch and larger diameter	50	\$ 450.00	\$ 22,500.00
SUBTOTAL:			\$ 310,000.00

11 ROW White Goods Debris Removal (based on [Section 2.6.11](#))

Work consists of the removal of eligible White Goods from the ROW to a City approved DMS site or City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the City approved DMS to a City approved facility for recycling.

	Estimated Quantity	\$ Per Unit	Total
AC Units, Refrigerators and Freezers requiring refrigerated recovery and decontamination.	250	\$ 95.00	\$ 23,750.00
Washers, dryers, stoves, ovens and hot water heaters	500	\$ 45.00	\$ 22,500.00
SUBTOTAL:			\$ 46,250.00

12 Household Hazardous Waste Removal, Transport and Disposal (based on [Section 2.6.12](#))

Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW Type 1 Landfill.

	Estimated Quantity	\$ Per Pound	Total
	10,000	\$ 3.98	\$ 39,800.00
SUBTOTAL:			\$ 39,800.00

13 E-Waste Removal (based on [Section 2.6.13](#))

Work consists of the collection, recovery, transportation and disposal of televisions, computers, computer monitors and microwaves unless otherwise specified in writing by the City.

	Estimated Quantity	\$ Per Unit	Total
	250	\$ 35.00	\$ 8,750.00
SUBTOTAL:			\$ 8,750.00

14 Abandoned Vehicle Removal (based on [Section 2.6.14](#))

Work consists of the removal and transport of eligible abandoned vehicles.

	Estimated Quantity	\$ Per Unit	Total
Passenger Car	50	\$ 100.00	\$ 5,000.00
Single Axle	25	\$ 150.00	\$ 3,750.00
Double Axle	25	\$ 200.00	\$ 5,000.00
SUBTOTAL:			\$ 13,750.00

15 Abandoned Vessel Removal (based on Section 2.6.14)

Work consists of the removal and transport of elible abandoned vessels.

	Estimated Quantity	\$ Per Unit	Total
Vessels up to and including 20 linear feet	75	\$ 860.00	\$ 64,500.00
Vessels greater than 20 linear feet	50	\$ 900.00	\$ 45,000.00
SUBTOTAL:			\$ 109,500.00

16 Animal Carcass Removal (based on Section 2.6.15)

Work consists of the recovery, removal and disposal of dead animal carcass.

	Estimated Quantity	\$ Per Pound	Total
	10,000	\$ 0.95	\$ 9,500.00
SUBTOTAL:			\$ 9,500.00

GRAND TOTAL OF SCHEDULE 2:

(Combine all Schedule 2 SUB TOTALS (Exclude Alternate Pricing))

\$	11,946,526.00
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**COMBINED GRAND TOTAL OF
SCHEDULES 1 AND 2:**NOTE: THIS COMBINED GRAND TOTAL AMOUNT WILL BE USED
FOR PRICE EVALUATION PURPOSES ONLY.

\$	13,156,448.35
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510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Rankings and Authorization to Negotiate - RFP 24-PR-020
“Professional Grounds Maintenance Services”

Introduction:

This is a request for the Council's approval of the ranking of RFP 24-PR-020 “Professional Grounds Maintenance Services” and enter negotiations with Dora Landscapings, LLC & Trimac Outdoor/Yardnique.

Discussion:

On September 24, 2024, RFP #24-PR-024 was issued and resulted in five timely proposals being received by the opening date of October 30, 2024 at 2:00p.m. The Evaluation Committee met on November 7, 2024 to discuss and score all five proposals as received under this RFP. The discussion was detailed and the scoring was consistent. Based on the Committee scores the proposals were ranked from highest to lowest. The Evaluation Committee elected to hold individual Presentation/Question & Answer sessions with the top three firms.

The Question & Answer sessions were held on November 15, 2024. The scoring and ranking of the three shortlisted firms resulted in a final ranking as follows:

Group A: #1 – Dora Landscaping, LLC; #2 – Trimac Outdoor/Yardnique; #3 – Rotolo Consultants, Inc.;

Group B: #1 – Trimac Outdoor/Yardnique; #2 – Rotolo Consultants, Inc.; #3 – Dora Landscaping, LLC;

Group C: #1 – Trimac Outdoor/Yardnique; #2 – Dora Landscaping, LLC; #3 – Rotolo Consultants, Inc.;

The Evaluation Committee will recommend approval of the final ranking as established above to the City Council and recommend entering into negotiations with the top ranked. If negotiations are unsuccessful with the #1 ranked firm the City will cease negotiations with that firm and begin negotiations with the #2 ranked firm. This process will continue until a successful

negotiation is reached. For additional information reference the final scoring and ranking as attached.

Budget Impact:

To be determined during the negotiation period.

Strategic Impact:

Objective 2.3. Develop a parks and recreation system guided by the principles of the Parks and Recreation Master Plan

- 2.3.1. Enhance connectivity and accessibility
- 2.3.2. Increase engagement and collaboration with residents
- 2.3.3. Support Special Events and dedicated open space
- 2.3.4. Invest in an equitable Parks system
- 2.3.5. Advertise recreational activities for all ages and abilities

Recommendation:

City Council approve the rankings and authorize staff to negotiate a contract for Professional Grounds Maintenance Services and enter negotiations with Dora Landscaping, LLC & Trimac Outdoor/Yardnique.

Attachment(s):

1. Notice of Intent To Award - RFP 24-PR-020

Prepared by:	Jennifer Schwarz, Operations Manager	
Reviewed by:	Troy Shonk, Parks & Recreation Director	Approved - 11/18/2024
	Whitney Donovan, Purchasing Coordinator	Approved - 11/20/2024
	Matthew Dodson, Budget Officer	Approved - 11/20/2024
	Rita Meade, Finance Director	Approved - 11/20/2024
	City Attorney, City Attorney	Approved - 11/26/2024
	Jeanann Hand, City Clerk	Approved - 11/26/2024
	Vince Sandersfeld, City Manager	Final Approval - 11/26/2024



CITY OF MOUNT DORA

Purchasing Division

Whitney Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176 ext. 1211
E-mail: donovanw@mountdora.gov

Date: November 18, 2024

To: All Submitting Vendors

Re: **INTENT TO AWARD: RFP # 24-PR-020 – Professional Grounds Maintenance Services**

This letter serves as notification that the Evaluation Committee will present a final ranking of firms; and a recommendation to City Council to approve the final ranking and staff entering into negotiations with the top ranked firm under this RFP.

On September 24, 2024, RFP #24-PR-024 was issued and resulted in five timely proposals being received by the opening date of October 30, 2024 at 2:00p.m. The Evaluation Committee met on November 7, 2024 to discuss and score all five proposals as received under this RFP. The discussion was detailed and the scoring was consistent. Based on the Committee scores the proposals were ranked from highest to lowest. The Evaluation Committee elected to hold individual Presentation/Question & Answer sessions with the top three firms.

The Question & Answer sessions were held on November 15, 2024. The scoring and ranking of the three shortlisted firms resulted in a final ranking as follows:

Group A:

#1 – Dora Landscaping, LLC; **#2** – Trimac Outdoor/Yardnique; **#3** – Rotolo Consultants, Inc.;

Group B:

#1 – Trimac Outdoor/Yardnique; **#2** – Rotolo Consultants, Inc.; **#3** – Dora Landscaping, LLC;

Group C:

#1 – Trimac Outdoor/Yardnique; **#2** – Dora Landscaping, LLC; **#3** – Rotolo Consultants, Inc.;

The Evaluation Committee will recommend approval of the final ranking as established above to the City Council and recommend entering into negotiations with the top ranked. If negotiations are unsuccessful with the #1 ranked firm the City will cease negotiations with that firm and begin negotiations with the #2 ranked firm. This process will continue until a successful negotiation is reached. For additional information reference the final scoring and ranking as attached.

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.



CITY OF MOUNT DORA

Whitney Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176 ext. 1211
E-mail: donovanw@mountdora.gov

Purchasing Division

Regards,
Whitney M. Donovan
Purchasing Coordinator

RFP# 24-PR-019 "Professional Grounds Maintenance Svcs"											
11/15/2024 @ 01:00 pm											
Firm Name	James Klein	ITEM WEIGHT		George Marek	ITEM WEIGHT		Troy Shonk	ITEM WEIGHT		TOTAL	WEIGHTED TOTAL
		2.5			2.5			2.5			
Group A:											
Dora Landscaping, LLC	4	2.5	10.00	3	2.5	7.50	4	2.5	10.00	11.00	27.50
Rotolo Consultants, Inc	2	2.5	5.00	2	2.5	5.00	2	2.5	5.00	6.00	15.00
Trimac Outdoor/ Yardnique	1	2.5	2.50	4	2.5	10.00	2.5	2.5	6.25	7.50	18.75
Group B:											
Dora Landscaping, LLC	3	2.5	7.50	2	2.5	5.00	2.5	2.5	6.25	7.50	18.75
Rotolo Consultants, Inc	2	2.5	5.00	4	2.5	10.00	2	2.5	5.00	8.00	20.00
Trimac Outdoor/ Yardnique	4	2.5	10.00	3	2.5	7.50	4	2.5	10.00	11.00	27.50
Group C:											
Dora Landscaping, LLC	2	2.5	5.00	2	2.5	5.00	2.5	2.5	6.25	6.50	16.25
Rotolo Consultants, Inc	1	2.5	2.50	3	2.5	7.50	2	2.5	5.00	6.00	15.00
Trimac Outdoor/ Yardnique	4	2.5	10.00	4	2.5	10.00	4	2.5	10.00	12.00	30.00



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

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval to Apply for Florida's Urban and Community Forestry-Hurricane Recovery Grant and Request Authorization for the Mayor to Sign the Application Once Complete

Introduction:

This is a request for authorization to apply for Florida's Urban and Community Forestry-Hurricane Recovery Grant.

Discussion:

Florida's Urban and Community Forestry-Hurricane Recovery Grant is a 20% matching grant providing funding to organizations to improve and reestablish urban forests in 29 counties of the peninsular region of the state that were negatively impacted by Hurricane Ian. Organizations may apply for up to \$50,000.00 in state funds to support their urban forestry. The primary purpose of the Urban and Community Forestry-Hurricane Recovery grant program is to ensure that the urban forest is more resilient to future storms. The City would submit a proposal for conducting maintenance operations for public trees in areas that would improve resiliency to future tropical cyclones through preventative pruning.

General Scope:

1. ISA safety right-of-way/public tree pruning along designated Mount Dora Streets
2. Dead, diseased, damaged limbs or hangers will be removed within the denoted main streets of Mount Dora
3. All pruning practices will be through an ISA company from a certified arborist
4. All pruning practices will be pruned backed to a healthy branch lateral
5. All debris generated will be disposed by awarded contractor
6. All pruning will be to lift trees for safety clearance at a height of 15 feet unless otherwise approved by the City Arborist
7. All pruning will be in accordance with the ISA standards along with all proper safety gear and guidelines followed

8. If specific trees are found to be a major hazard or safety concern to the public then a decision with the City Arborist will redirect that specific tree work
9. All roadway safety procedures will be followed by DOT standards
10. Timeframe for completion with beset with the awarded contractor and the City

Budget Impact:

Florida's Urban and Community Forestry-Hurricane Recovery Grant requires 20% match with up to \$50,000 in available funding. The expense to the City would be identified through this process.

Strategic Impact:

Objective 3.1 Identify and seek funding sources

Recommendation:

City Council approve the request to apply for Florida's Urban and Community Forestry-Hurricane Recovery Grant and authorize the mayor to sign the application once complete.

Attachment(s):

1. Attachment 1.2024 Urban Forestry- Hurricane Recovery Grant Description

Prepared by: Jennifer Schwarz, Operations Manager
Reviewed by: Troy Shonk, Parks & Recreation Director
Matthew Dodson, Budget Officer
City Attorney,
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 11/19/2024
Approved - 11/19/2024
Approved - 11/26/2024
Approved - 11/26/2024
Final Approval - 11/26/2024

ATTACHMENT #1



Public Funding • Governmental Advocacy • Economic Development

Urban and Community Forestry-Hurricane Recovery

The purpose of this program is to improve and reestablish urban forests in 29 counties of the peninsular region of the state that were negatively impacted by Hurricane Ian. The primary goal is to ensure that the urban forest is more resilient to future storms.

Applications are being accepted from nonprofit organizations, educational institutions, local governments, and American tribal governments from the following 29 Florida counties: **Brevard, Charlotte, Collier, DeSoto, Duval, Flagler, Glades, Hardee, Hendry, Highlands, Hillsborough, Indian River, Lake, Lee, Manatee, Monroe, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, Sumter, and Volusia.**

Application Deadline: December 20, 2024 (Multiple Apps. Allowed)

Contribution Match: 20%

Maximum Award: \$50,000

FDACS, Florida Forest Service (FFS) is requesting proposals for grants to:

1. Planting storm-resistant species of trees in areas where they would provide tangible benefits to Floridians through energy reduction, mitigating urban heat, water or air quality improvement, stormwater runoff avoidance, or increased greenspace accessibility. Trees to be planted in this category are required to fall under the highest or medium-high wind resistance categories found at <https://edis.ifas.ufl.edu/publication/FR173>
2. Conducting maintenance operations for public trees in areas that would improve resiliency to future tropical cyclones through preventative pruning.
3. Developing community tree inventories or urban tree canopy assessments to help prepare their community for future natural disasters.
4. Developing urban forest management plans to help a community become better prepared for future natural disasters.



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

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Rankings and Authorization to Negotiate RFP #24-EL-014, Advanced Metering Infrastructure

Introduction:

This is a request for the Council's approval of the ranking of RFP #24-EL-014 "Advanced Metering Infrastructure", and enter negotiations with Core and Main LP.

Discussion:

The City of Mount Dora currently uses a vehicle based drive-by reading system known as Automatic Meter Reading (AMR) introduced in the late 90s and implemented by Mount Dora in 2009. The system reads both electric and water meter consumption from a vehicle mounted drive-by reader.

This technology has continued to develop into what we know today as Advanced Metering Infrastructure, (AMI), enabling expanded communications, increasing flexibility, and additional choices for consumers to manage energy usage and energy efficiency. AMI is an integrated, fixed-network system that facilitates two-way communication between utilities and customers. The system collects, stores, analyzes and presents energy usage data, providing customers the ability to monitor electricity and water usage in real time, enabling power interruption reporting and water leak detection.

The City of Mount Dora issued RFP #24-EL-014, Advanced Metering Infrastructure on August 18, 2024. Nine (9) responses were received and were evaluated by the evaluation committee. The committee met on October 29, 2024, to discuss and score all nine proposals as received under this RFP. The discussion was detailed, and the scoring was consistent. Based on the Committee scores, the proposals were ranked from highest to lowest. The Evaluation Committee elected to hold individual Presentation/Question & Answer sessions with the top three ranked firms.

The Question & Answer sessions were held on November 6, 2024. Scoring and ranking of the three shortlisted firms resulted in a final ranking as follows.

1. Core & Main
2. Landis + Gyr
3. RTS Water Solutions

The evaluation Committee recommends approval of the final ranking as established above and entering negotiations with the top ranked firm for an AMI agreement. If negotiations are unsuccessful with the #1 ranked firm, Core and Main, the City will cease negotiations with that firm and begin negotiations with the #2 ranked firm, Landis and Gyr. This process will continue until a successful negotiation is reached. Final scoring and ranks are attached.

Budget Impact:

To be determined during the negotiation period.

Strategic Impact:

Strategic Initiative 2 – Provide Reliable Power Minimizing Outages and Restoration Time.

An AMI network will provide real-time information to allow the City Utility to minimize outage restoration time along with enhanced customer communications

Strategic Initiative 3 – City’s Infrastructure and Public Safety Strategy, Renewable Energy and Conservation.

AMI will allow customer access to their energy and water consumption enabling conservation and sustainable management of Electric and Water efficiency.

Recommendation:

City Council approve the rankings and authorize staff to enter into contract negotiations for an Advanced Metering Infrastructure with Core and Main LP.

Attachment(s):

1. Attachment 1 Notice of Intent To Award- RFP 24-EL-014

Prepared by:	Stephanie Gervais, Administrative Coordinator-Public Works	
Reviewed by:	Wayne Zimmerman, Deputy Electric Utility Director	Approved - 11/19/2024
	Steve Langley, Assistant City Manager-Electric Utility Director	Approved - 11/22/2024
	Matthew Dodson, Budget Officer	Approved - 11/22/2024
	Rita Meade, Finance Director	Approved - 11/25/2024
	City Attorney, City Attorney	Approved - 11/26/2024
	Jeanann Hand, City Clerk	Approved - 11/26/2024
	Vince Sandersfeld, City Manager	Final Approval - 11/26/2024



**CITY OF
MOUNT
DORA**

Whitney Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176 ext. 1211
E-mail: donovanw@mountdora.gov

Purchasing Division

Date: November 13, 2024

To: All Submitting Vendors

Re: **INTENT TO AWARD: RFP # 24-EL-014- Advanced Metering Infrastructure (AMI) REBID**

This letter serves as notification that the Evaluation Committee will present a final ranking of firms; and a recommendation to City Council to approve the final ranking and staff entering into negotiations with the top ranked firm under this RFP.

On August 18, 2024, RFP #24-EL-014 was issued and resulted in nine timely proposals being received by the opening date of October 21, 2024 at 12:00 p.m. The Evaluation Committee met on October 29, 2024 to discuss and score all nine proposals as received under this RFP. The discussion was detailed and the scoring was consistent. Based on the Committee scores the proposals were ranked from highest to lowest. The Evaluation Committee elected to hold individual Presentation/Question & Answer sessions with the top three ranked firms.

The Question & Answer sessions were held on November 6, 2024. The scoring and ranking of the three shortlisted firms resulted in a final ranking as follows:

#1 -Core & Main; #2 -Landis + Gyr; #3 -RTS Water Solutions;

The Evaluation Committee will recommend approval of the final ranking as established above to the City Council and recommend entering into negotiations with the top ranked firm. If negotiations are unsuccessful with the #1 ranked firm the City will cease negotiations with that firm and begin negotiations with the #2 ranked firm. This process will continue until a successful negotiation is reached. For additional information reference the final scoring and ranking as attached.

If you have any questions regarding the procurement procedures, please contact me at 352.735.7176, or 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.

Regards,
Whitney M. Donovan
Purchasing Coordinator

RFP 24-EL-014 Advanced Metering Infrastructure (AMI) REBID

Firm Name	Jose Bravo	ITEM WEIGHT		Jason Marlor	ITEM WEIGHT		Wayne Zimmerman	ITEM WEIGHT		TOTAL	WEIGHTED TOTAL
		2.5			2.5			2.5			
Core & Main	4	2.5	10.00	4	2.5	10.00	4	2.5	10.00	12.00	30.00
Landis + Gyr	3.9	2.5	9.75	2	2.5	5.00	4	2.5	10.00	9.90	24.75
RTS Water Solutions	3.5	2.5	8.75	3	2.5	7.50	2.5	2.5	6.25	9.00	22.50



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

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of 2025 City Council Regular Session Meeting Dates

Introduction:

This is a request for Council to approve the 2025 dates for City Council Regular Session meetings.

Discussion:

The proposed Regularly scheduled City Council sessions are held the first and third Tuesday of each month starting at 6:00 p.m. The 2025 meeting dates are listed below. Attached is a calendar view. The proposed City Council Regular Session 2025 meeting dates are as follows:

<u>Month</u>	<u>Date</u>	<u>Year</u>
January	7	2025
January	21	2025
February	4	2025
February	18	2025
March	4	2025
March	18	2025
April	1	2025
April	15	2025
May	6	2025
May	20	2025
June	3	2025
June	17	2025
July	1	2025
July	15	2025
August	5	2025
August	19	2025

September 2	2025
September 16	2025
October 7	2025
October 21	2025
November 4	2025
November 18	2025
December 2	2025
December 16	2025

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

The City Council approve meeting dates for 2025.

Attachment(s):

1. 2025 City Council Meeting Dates (Calendar View)

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

Approved - 11/21/2024
Final Approval - 11/22/2024

2025 City Council Meetings

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



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

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-44**, Disposal of Surplus Assets

Introduction:

This is a request for City Council to adopt Resolution No. 2024-44, Disposal of Surplus Assets, to include police vehicles, mowers, utility vehicles, sewer scoping equipment, and all other items listed in Exhibit A.

Discussion:

Several city assets have reached the end of their useful lives relative to their intended purpose. The vehicles are high in mileage or non-functional. The trailers and utility vehicles are no longer reliable or suitable for their intended use.

Pursuant to the Purchasing Policy Manual, as adopted in 2021, surplus disposals exceeding an estimated value of \$25,000 and above, shall be approved by the City Council and sold at public auction. While individual assets identified above may not meet the \$25,000 value threshold, the items in total are anticipated to meet or exceed \$25,000 in value. Upon City Council approval of Resolution No. 2024-44, all items identified under Exhibit A will be sent to public auction.

Budget Impact:

No budget disbursement impact. Upon final sale of each asset, the proceeds will be allocated to the appropriate revenue account.

Strategic Impact:

Disposal of assets enables the City to recapture some of the costs related to the purchase, lease and maintenance of such items.

Recommendation:

City Council adopt Resolution No. 2024-44, Disposal of Surplus Assets and authorize the sale or disposal of those items.

Attachment(s):

1. Resolution 2024-44 Disposal of Surplus Assets
2. EXHIBIT A - Bulk Asset Dispositions Nov 2024 Needing Council Approval

Prepared by:	Stephanie Gervais, Administrative Coordinator-Public Works	
Reviewed by:	Stephanie Gervais, Administrative Coordinator-Public Works	Approved - 11/18/2024
	Steve Langley, Assistant City Manager-Electric Utility Director	Approved - 11/22/2024
	Matthew Dodson, Budget Officer	Approved - 11/22/2024
	Rita Meade, Finance Director	Approved - 11/25/2024
	City Attorney, City Attorney	Approved - 11/25/2024
	Jeanann Hand, City Clerk	Approved - 11/25/2024
	Vince Sandersfeld, City Manager	Final Approval - 11/25/2024

RESOLUTION NO. 2024-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING THE DISPOSAL OF SURPLUS ASSETS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR AUTHORITY TO THE MAYOR TO EXECUTE; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City owns and maintains various assets such as vehicles and other types of items and equipment; and

WHEREAS, the City has determined that certain assets are no longer needed for City purposes and it is necessary to dispose of the same as they have exceeded their useful life; and

WHEREAS, the City has replaced the necessary assets to meet its daily operational needs; and

WHEREAS, selling these items at public auction will enable the City to recover some of the asset values and expenses incurred in replacing the equipment; and

WHEREAS, the City has an existing agreement with an auctioneer for the disposal of surplus items, vehicles and equipment; and

WHEREAS, the City has determined that is in the best interest of the citizens of the City of Mount Dora to dispose of its surplus property through sale at an auction.

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. Declaration of Assets as Surplus and Authorization for Disposal.

- A. The assets set forth in **Exhibit "A"** attached hereto are estimated to be individually valued at more than \$100.00 each and are hereby declared as surplus property which is no longer needed for City purposes.
- B. The City Manager is hereby authorized to initiate the surplus property disposal process via public auction, to accept surplus property values as determined at the time of sale and

to execute and attest any and all documents necessary to effectuate the sale of such surplus property on behalf of the City.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the surplus property declaration and direction as set forth herein, 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 3rd day of December, 2024.

JAMES HOMICH
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.

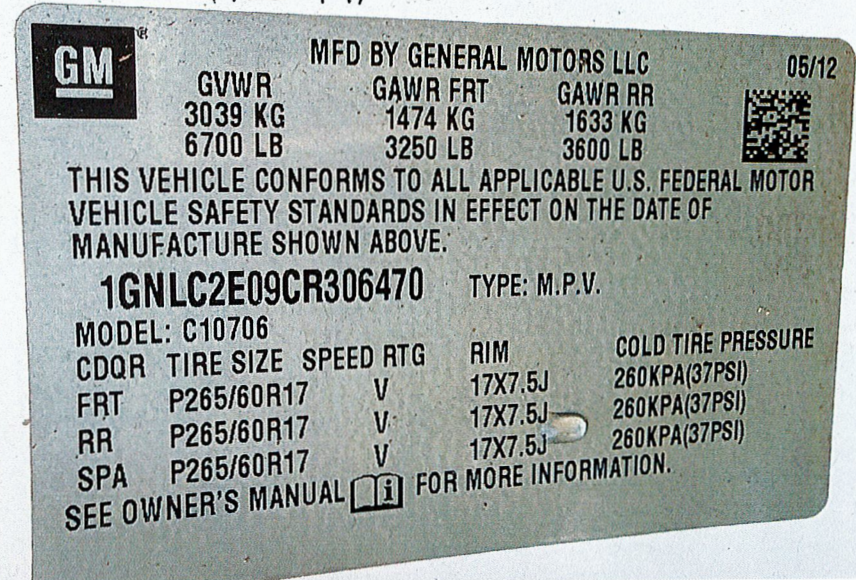
Patrick Brackins, City Attorney

EXHIBIT “A”

"EXHIBIT A"



2012 Chevy Tahoe
Dept: Police Unit #42
Asset # 003742



Current Mileage: 105,580 miles

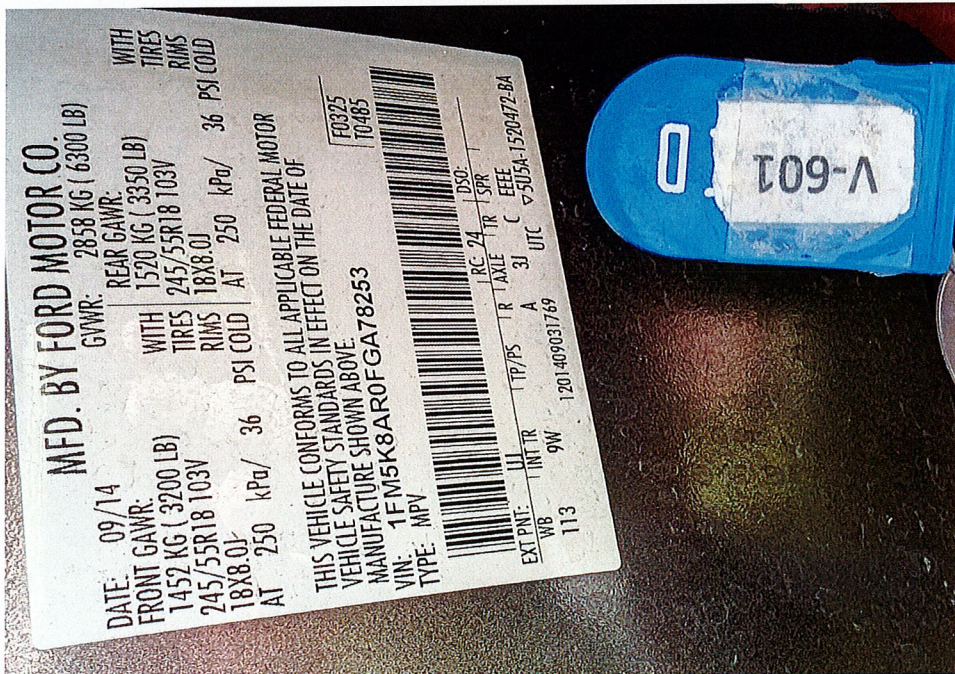




2015 Ford Explorer
Mileage: 51,500 miles

No Asset Tag on Unit

Dept: Police Unit #601



2014 Ford Explorer

No Asset Tag on Unit

Dept: Police Unit #603

MFD. BY FORD MOTOR CO.

DATE: 09/14
FRONT GAWR: 1452 KG (3200 LB)
245/55R18 103V
18X8.0J
AT 250 kPa/ 36 PSI COLD

GVWR: 2858 KG (6300 LB)
REAR GAWR: 1520 KG (3350 LB)
WITH TIRES 245/55R18 103V
RIMS 18X8.0J
AT 250 kPa/ 36 PSI COLD

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 1FM5K8AR7FGA78251
TYPE: MPV

F0325
T0485

EXT PNT: UJ
WB 113
INT TR 9W
TP/PS A
RC 24
AXLE 3J
TR C
DSO: EEEE
UTC 1201409031750
5U5A-1520472-BA



2014 Ford Interceptor

No Asset Tag on Unit

Dept: Police Unit 612



MFD. BY FORD MOTOR CO.

DATE: 05/14 GVWR: 2586 KG (5700 LB)
FRONT GAWR: 1388 KG (3060 LB) REAR GAWR: 1216 KG (2680 LB)
THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR
VEHICLE SAFETY, BUMPER, AND THEFT PREVENTION STANDARDS
IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 1FAHP2MK3EG186708 TYPE: Passenger Car
MAXIMUM LOAD = OCCUPANTS + LUGGAGE = 6TOKG/1345LB
OCCUPANTS = 5 TOTAL; 2 FRONT, 3 REAR

TIRE (FR): 245/55R18 103V RIMS (FR): 18X8.0J
(RR): 245/55R18 103V (RR): 18X8.0J
PRESSURE (FR): 240 kPa/ 35 PSI COLD (RR): 240 kPa/ 35 PSI COLD

1FAHP2MK3EG186708

TRAILER TOWING - SEE OWNER GUIDE
EXT PNT: YZ RC: 24 DSO: 0259
INT TR TP/PS R AXLE TR SPR EPH18 R0140
RW Z 3A J GGPP POA
1201405281568 CMC 5USA-5420472-AA



2014 Ford Interceptor

No Asset Tag on Unit

Dept: Police Unit# 614



MFD. BY FORD MOTOR CO.

DATE: 05/14 GVWR: 2586 KG (5700 LB)
FRONT GAWR: 1388 KG (3060 LB) REAR GAWR: 1216 KG (2680 LB)

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR
VEHICLE SAFETY, BUMPER, AND THEFT PREVENTION STANDARDS
IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 1FAHP2MK5EG186712 TYPE: Passenger Car
MAXIMUM LOAD = OCCUPANTS + LUGGAGE = 610KG/1345LB
OCCUPANTS = 5 TOTAL; 2 FRONT, 3 REAR

TIRE (FR): 245/55R18 103V RIMS (FR): 18X8.0J
(RR): 245/55R18 103V (RR): 18X8.0J
PRESSURE (FR): 240 kPa/ 35 PSI COLD (RR): 240 kPa/ 35 PSI COLD

1FAHP2MK5EG186712

TRAILER TOWING - SEE OWNER GUIDE

EXT PNT: YZ INT TR TP/PS R AXLE TR SPR EPH1B F0259
RW Z 3A J GGPP POA R0140
1201405281917 CMC SU5A-5420472-AA

2014 Ford Interceptor

No Asset Tag on Unit

Dept: Police Unit #620



MFD. BY FORD MOTOR CO.

DATE: 05/14
FRONT GAWR: 1388 KG (3060 LB) GVWR: 2586 KG (5700 LB)
REAR GAWR: 1216 KG (2680 LB)

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY, BUMPER, AND THEFT PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 1FAHP2MK1EG186707 TYPE: Passenger Car
MAXIMUM LOAD = OCCUPANTS + LUGGAGE = 610KG/1345LB
OCCUPANTS = 5 TOTAL: 2 FRONT, 3 REAR

TIRE (FR): 245/55R18 103V RIMS (FR): 18X8.0J
(RR): 245/55R18 103V (RR): 18X8.0J
PRESSURE (FR): 240 kPa/35 PSI COLD (RR): 240 kPa/35 PSI COLD

1FAHP2MK1EG186707

TRAILER TOWING - SEE OWNER GUIDE

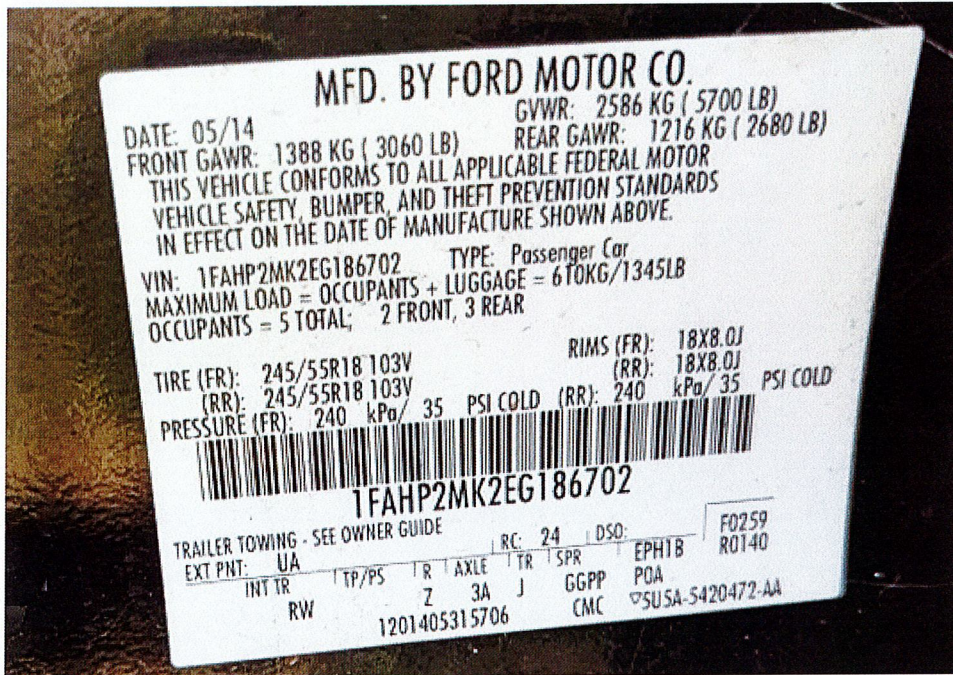
EXT PNT: YZ	RC: 24	DSO:	F0259
INT TR	TP/PS	R AXLE	TR SPR
RW	Z	3A	J
1201405281413	CMC	GGPP	POA
		5U5A-5420472-4A	



2014 Ford Taurus Interceptor

No Asset Tag on Unit

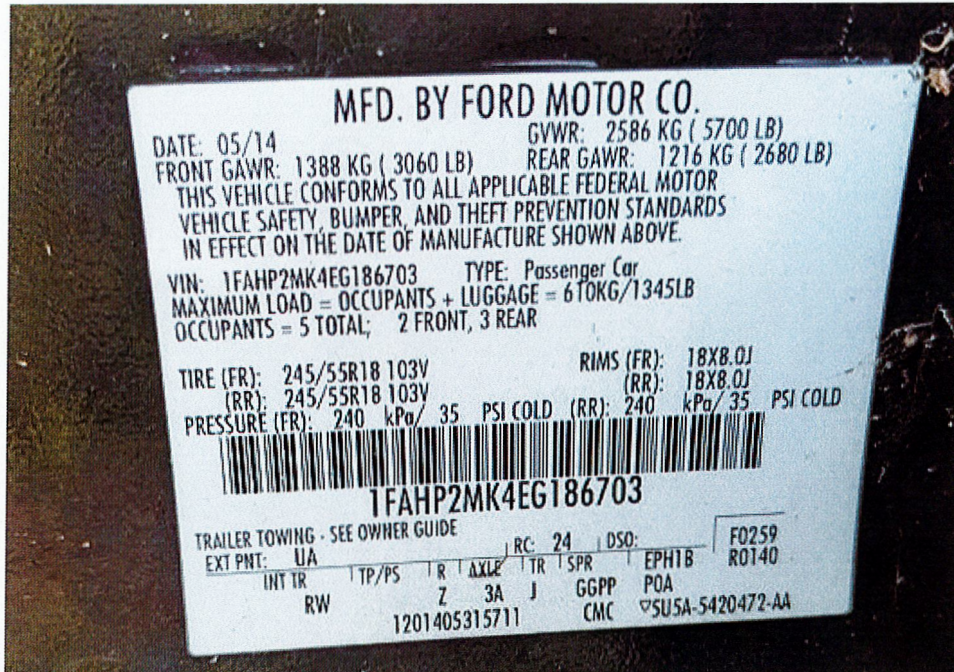
Dept: Police Unit #621

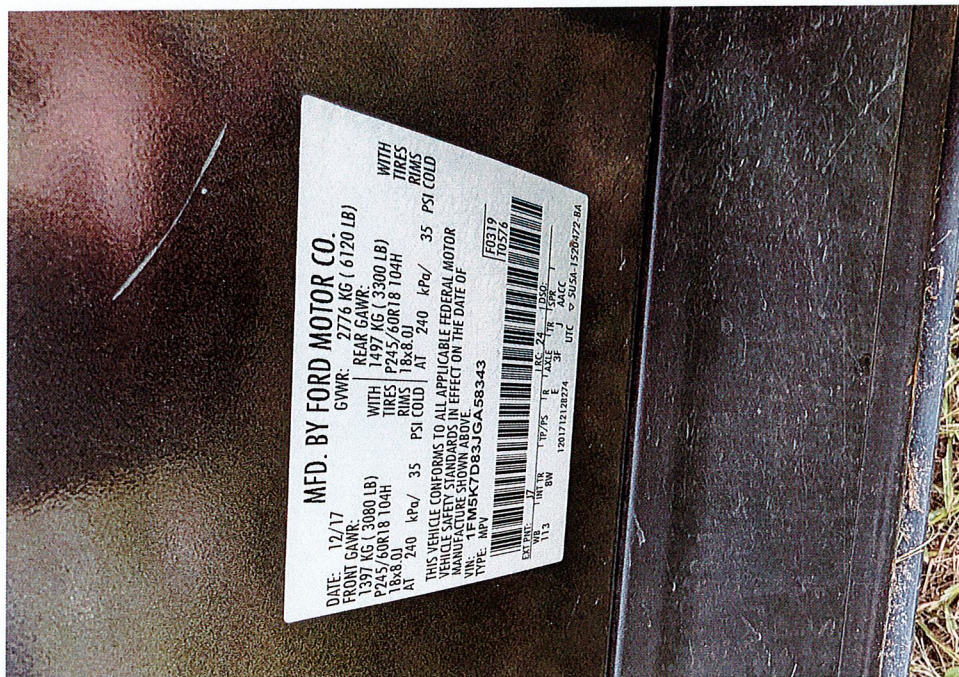


2014 Ford Interceptor

No Asset Tag on Unit

Dept: Police Unit # 622





2018 Ford Explorer
Dept: Police Unit# 641
Asset # 18-059

Current Mileage: 117,156 miles



A white Chevrolet pickup truck, likely a 2005 model, is parked in a grassy field. The truck features a utility bed with a metal rack system. On the driver's side door, there is a '2005' decal. A logo is visible on the front fender. The truck is equipped with a spare tire mounted on the side and a metal rack system on the bed. The background shows a line of trees.

INCOMPLETE VEHICLE MANUFACTURED BY 01/08
GENERAL MOTORS CORPORATION
DETROIT, MICHIGAN 48243
GVWR 5443KG(12000LB) 2177KG(4800LB) GAWR RR 3901KG(8600LB)
GAWR FRT
1GBJK34K58E178906 TYPE: INC VEH
MODEL: K31003



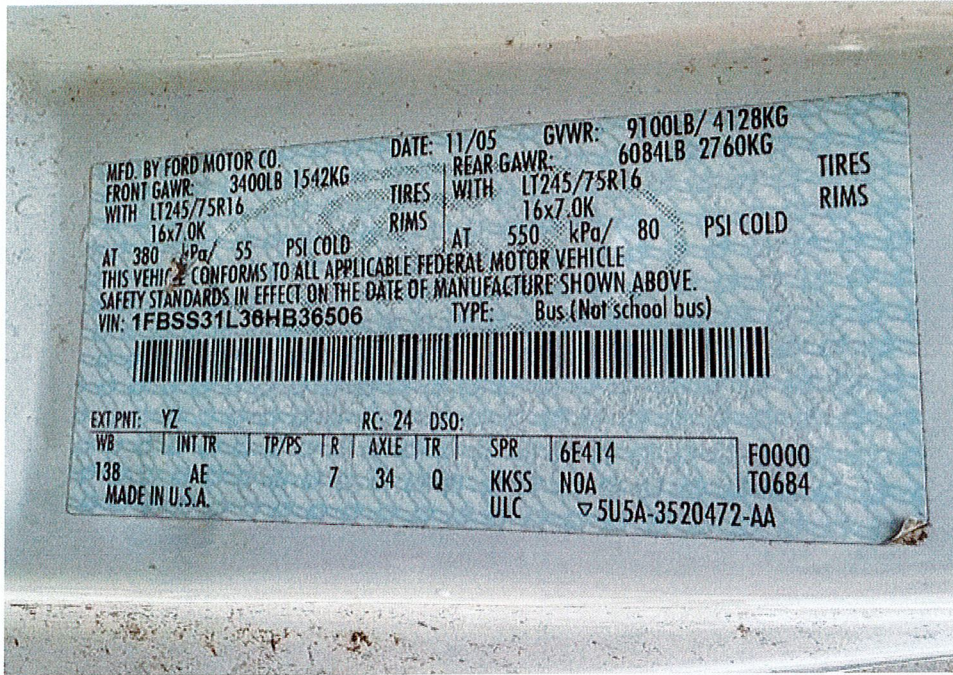
2005 Ford E-Series
Passenger Van

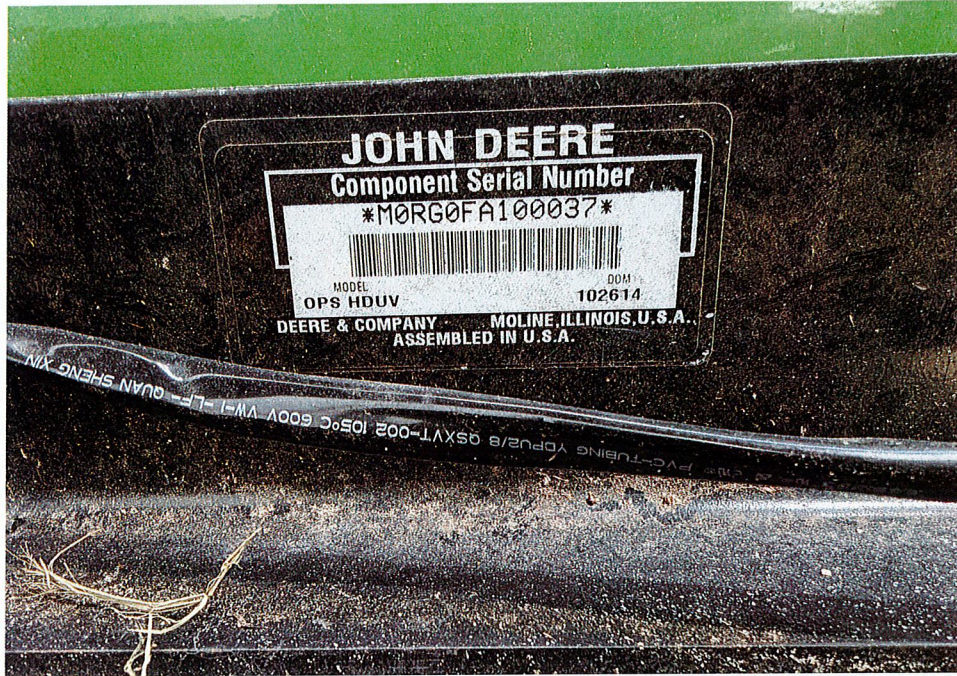
Unit # 05-002

No Asset Tag on Unit

Dept: Parks-Recreation

Replaced by new passenger van.





John Deere Gator # 804

Engine Issues

Property Tag #003914 found on Unit.



4WD Mower



ASSET # 002852





Damaged Flatbed
from

Truck #19-006

Ford F350 - Electric Dept.

Bed was replaced
through insurance.

No Asset/Property Tag found
on the unit.



2015 Freightliner Chassis

Elgin Street Sweeper

Dept: Public Works

No Asset Tag on Unit

Unit # 14-005



FLORIDA VEHICLE REGISTRATION

PLATE	XE2290	DECAL		Expires	NO EXPIRATION
YR/MK	2015/FRHT	BODY	TK	COLOR	WHI
VIN	1FVACXDT7FHGL4254			TITLE	120797522
Plate Type	CVR	NET WT	21000	GVW	33000
DL/FEID	059600380-01				
Date Issued	11/5/2015	Plate Issued	11/5/2015		

Sewer
Scoping
Equipment

from Chevy Box Truck
05-004

Replaced with
Newer technology





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

DATE: December 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-45**, Establishing Authorized Personnel Only Areas

Introduction:

This is a request for City Council to adopt Resolution No. 2024-45, Establishing Authorized Personnel Only Areas.

Discussion:

This policy has been drafted to prevent unauthorized access and ensure the protection of City employees, sensitive information, and assets. It outlines procedures, applicable locations, and access requirements for restricted areas such as mechanical rooms, IT data centers, administrative offices, and water treatment facilities.

The general public will continue to have access to all designated public and common areas, while staff with authorized access may escort individuals without authorization within restricted areas as needed.

Budget Impact:

This policy would have no impact on the FY 2024-25 budget.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Recommendation:

City Council adopt Resolution No. 2024-45, Establishing Authorized Personnel Only Areas.

Attachment(s):

1. Reso No. 2024-45 Authorized Personnel Only
2. Authorized Access Only Policy

Prepared by:	Misty Sommer, Director of Economic Development & Public Information	
Reviewed by:	Alan Cline, Director of Human Resources	Approved - 11/4/2024
	Matthew Dodson, Budget Officer	Approved - 11/8/2024
	Rita Meade, Finance Director	Approved - 11/12/2024
	City Attorney, City Attorney	Approved - 11/26/2024
	Jeanann Hand, City Clerk	Approved - 11/26/2024
	Vince Sandersfeld, City Manager	Final Approval - 11/26/2024

RESOLUTION NO. 2024-45

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA ESTABLISHING POLICY PERTAINING TO AUTHORIZED PERSONNEL ONLY AREAS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; 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 adopts and maintains various policies in order to ensure the most efficient and effective performance of its City Departments; and

WHEREAS, from time to time, it is necessary for the City to amend, revise and/or restate certain of its policies in order to better express the vision of the City and accommodate the operations thereof; and

WHEREAS, the City has determined that it is in its best interest to adopt an Authorized Personnel Only Areas Policy.

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. Adoption of Policy. The City of Mount Dora hereby adopts the Authorized Personnel Only Areas Policy attached hereto as **Exhibit "A"**.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Authorized Personnel Only Areas Policy, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 3rd day of December, 2024.

JAMES HOMICH
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”
City of Mount Dora Authorized
Personnel Only Areas Policy



Responsible Dept.: _____

Approved: _____

Division Approval: _____

Date: _____

Authorized Personnel Only Areas

Purpose

This policy establishes procedures and designates specific areas within City premises as “Authorized Personnel Only.” These areas are restricted to prevent unauthorized access by the general public to ensure the safety and security of employees, sensitive information, and City assets. Only personnel with express permission from authorized City staff are allowed access.

Applicability

This policy applies to all City employees, contractors, and visitors. Restricted access areas (Authorized Personnel Only) include but are not limited to:

- Mechanical rooms
- Electrical rooms
- IT data centers
- Administrative offices
- Storage areas for sensitive materials
- Criminal Justice Information Security Areas
- Water and Wastewater Treatment Facilities

General Provisions

1. **Designated Areas:** Areas designated as “Authorized Personnel Only” will be clearly marked with appropriate signage, indicating restricted access. Signage will be posted at all entry points to these areas.
2. **Access Authorization:** Access to these areas is restricted to specific personnel as determined by department heads or designated supervisors. Personnel must display proper identification and authorization to enter.
3. **Visitor Access:** Members of the public or contractors who require access to restricted areas must be escorted by authorized City employees. Visitors must sign in and obtain temporary identification badges before entry.
4. **Emergency Situations:** In the case of an emergency, first responders and other authorized emergency personnel are granted access to these areas as necessary for safety or to address the emergency.
5. **Enforcement:** Unauthorized entry into designated “Authorized Personnel Only” areas may result in disciplinary action for employees or removal from City property for visitors. Continued violations may lead to further legal or administrative consequences.

6. **Monitoring:** Security cameras and other monitoring devices may be installed in and around “Authorized Personnel Only” areas to enforce this policy and ensure compliance.
7. **Training:** Employees authorized to access restricted areas will receive training regarding access procedures, security protocols, and emergency procedures relevant to these areas.
8. **Temporary and/or Additional Designations:** The City Manager or his/her designee shall have the discretion to temporarily or permanently restrict additional areas not specifically identified herein for “Authorized Personnel Only” as he/she deems necessary in the best interests of the City and general public.

Approval Authority

Department heads or designees are responsible for managing access to restricted areas within their control. All access requests must be reviewed and approved in accordance with this policy.