



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
February 18, 2025, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

PUBLIC COMMENT

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Request Approval of Piggyback Agreement between the City of Mount Dora and Fire-Dex GW, LLC for Fire Department Personal Protective Equipment Maintenance and Cleaning4
2. Request Approval of Settlement Agreement with James B. Meade67
3. Request Approval of Task Authorization with Faden Builders, Inc. for the First United Methodist Church Parking Lot Retaining Wall75
4. Request Approval of Meeting Minutes: January 13, 2025 Parking Workshop Draft Minutes Revision84

BOARD APPOINTMENTS

1. Lake Community Action Agency88

ACTION ITEMS

1. Request Approval of Task Authorization with Faden Builders, Inc. for the Lincoln Avenue Restroom and Parking Lot.....91
2. Request Approval of the CMAR Contract with Charles Perry Partners, Inc., for the Construction of the Community Resource and Recreation Center.....101
3. Request Approval of Task Authorizations with Halff, Inc for Odor Complaint Source Identification.....292

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

PRIORITY PROJECT UPDATES

1. Odor Issues and Indoor Air Abatement Grant.....305
2. Parking Downtown Improvements.....306

CITY MANAGER'S REPORT

1. Update - Northeast Community Redevelopment Agency (CRA) Plan Update and Boundary Modification.....308
2. Informational - Purchasing Division Report on Emergency Purchases.....310
3. Lobbyist Update.....321

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 L.Homich

UPCOMING MEETING DATES

1. March 4, 2025, 6:00 p.m., Regular Session
2. March 18, 2025, 6:00 p.m., Regular Session
3. April 1, 2025, 6:00 p.m., Regular Session
4. April 15, 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: February 18, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Piggyback Agreement between the City of Mount Dora and Fire-Dex GW, LLC for Fire Department Personal Protective Equipment Maintenance and Cleaning

Introduction:

This is a request for Council to approve a piggyback agreement between the City of Mount Dora and Fire-Dex GW, LLC for Fire Department personal protective equipment maintenance and cleaning.

Discussion:

Miami-Dade County competitively solicited and negotiated an agreement with Fire-Dex GW, LLC, related to Personal Protective Equipment maintenance and cleaning. The City of Mount Dora desires to enter into a contract with Fire-Dex GW, LLC under the same terms and applicable conditions as that agreement. Florida Statute 287 authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by Miami-Dade County Government and agreements relating therefrom. The vendor provides for personal protective equipment (PPE) inspection, cleaning, and repairs in accordance with NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting.

Budget Impact:

There is no immediate budget impact. PPE cleaning, inspection, and maintenance is budgeted for in the Fire Department's operating budget. Cost for service is on-call and estimated \$5,000 annually.

Strategic Impact:

Goal 2: Public Safety
Goal 3: Fiscal Resources

Recommendation:

Council approve the piggyback agreement between the City of Mount Dora and Fire-Dex GW, LLC related to Personal Protective Equipment maintenance and cleaning.

Attachment(s):

1. 02.18.2025 Gear Wash Piggyback - Executed

Prepared by:	HOUSE, ANGELA F HOUSE, ANGELA F, Fire Administrative Coordinator	
Reviewed by:	HOUSE, ANGELA F HOUSE, ANGELA F, Fire Administrative Coordinator	Approved - 2/4/2025
	Joseph Hightower, Fire Chief	Approved - 2/5/2025
	Rita Meade, Finance Director	Approved - 2/5/2025
	City Attorney, City Attorney	Approved - 2/11/2025
	Jeanann Hand, City Clerk	Approved - 2/11/2025
	Vince Sandersfeld, City Manager	Final Approval - 2/11/2025

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation whose address is 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and **FIRE-DEX GW, LLC dba GEAR WASH**, a foreign limited liability company authorized to do business in the State of Florida, whose address is 780 South Progress Drive, Medina, Ohio 44256 (the “CONTRACTOR”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the CITY has determined that it is in the best interest to utilize that Contract No. EVN0000251, Cleaning and Repair of Bunker Gear, between CONTRACTOR and Miami-Dade County, awarded to CONTRACTOR on July 6, 2023, attached hereto as **Exhibit “A”** and made binding part hereof by this reference, and which was competitively solicited for and negotiated by Miami-Dade County through the County’s Invitation to Bid, Solicitation No. EVN000251, and Addendums, attached hereto as **Exhibit “B”** and made a binding part hereof by this reference (collectively referred to hereinafter as the “Original Contract Documents”); and

WHEREAS, CONTRACTOR has exhibited in its response to said solicitation that it can provide the services required by the CITY.

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

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall extend from the date of execution through and including **October 31, 2028**, and may be terminated by the CITY at any time with at least thirty (30) days’ written notice to CONTRACTOR.

SECTION 2. SERVICES AND PRICING.

CONTRACTOR will provide services to the CITY as set forth in the Original Contract Documents, and pricing as set forth in **Exhibit “C”** and incorporated herein. The CITY understands that the pricing set forth in **Exhibit “C”** shall remain fixed for a period of six (6) months after the commencement of this Agreement and rates may change semi-annually based on the Consumer Price Index (CPI) – All Urban Consumers, Workers, Not Seasonally Adjusted, Orlando-Kissimmee-Sanford, FL. CONTRACTOR shall submit rate adjustment requests at least thirty (30) days prior to the end of each six-month period. The period used to calculate the adjustment will include no more than six (6) months, starting from the effective date of this Agreement, using the aforementioned index and include as many months as published. If the CITY authorizes an adjustment, the rate adjustment, if any, will take effect on the first month of the next six (6) month period. The CITY reserves the right to apply any reduction in pricing for each contract year based on the downward change of the CPI.

SECTION 3. **CONTRACT PROVISIONS.**

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

SECTION 4. **NOTICE.**

The Parties agree that all notices required and/or made pursuant to this Agreement shall be in writing and delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses or such other addresses as either party may specify by written notice:

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

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

CONTRACTOR: Fire-Dex GW, LLC dba Gear Wash
Attn: Taylor Burke Gilman, President
780 South Progress Drive
Medina, Ohio 44256

Notice hereunder shall be deemed delivered three (3) business days after it is sent.

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

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in a State or Federal court of the appropriate jurisdiction 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. **LOCATION OF FIRE STATIONS.**

Below is a list of current fire station locations which will need to be serviced under this Agreement. The CITY reserves the right to add or delete stations and work sites at its discretion.

<u>Fire Station</u>	<u>Address</u>
Fire Station 34	1300 N. Donnelly Street, Mount Dora, FL 32757
Fire Station 35	3200 County Rd 19A, Mount Dora, FL 32757

SECTION 7. **PICK-UP/DELIVERY REQUIREMENTS/ACCESS TO STATIONS.**

CONTRACTOR shall pick up from the fire stations listed in Section 6 of this Agreement within twenty-four (24) hours notice from the CITY. The days for pick-up shall be Monday through Friday, from 7:00 a.m. to 5:00 p.m. The CITY shall provide to CONTRACTOR the date, employee name(s), and station location for pick up. Delivery time for all gear being serviced (cleaning, repairs, inspections, etc.) shall be no more than two business days, and three business days for the handling of contaminated gear. All exceptions must be requested to the appropriate CITY representative. The CITY shall ensure that a representative will be present at the fire station(s) for pick up and delivery and to grant access as needed to CONTRACTOR. CONTRACTOR shall not be permitted access to the fire station(s) without a CITY representative present.

All deliveries shall be made in accordance with commercial practice and within the required delivery timeframes, except in such cases where the delivery will be delayed due to acts of nature or causes beyond the control of the CONTRACTOR. In cases where a delivery is delayed, CONTRACTOR shall notice the CITY of the delay prior to the original scheduled delivery so that a revised delivery date can be scheduled, or other accommodations made. Should the CONTRACTOR fail to deliver pursuant to this section, the CITY reserves the right to cancel this Agreement on a default basis.

CITY employees may be authorized in writing to pick up items under this Agreement. CONTRACTOR shall require written authorization and identification prior to releasing any items. CONTRACTOR shall maintain a copy of the authorization on file as proof to release items.

SECTION 8. **MODIFICATION.**

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

SECTION 9. **CONFLICT.**

To the extent of any conflict, inconsistency, or discrepancy between the terms and conditions of this Agreement and those of any attachments, exhibits, schedules, or other incorporated documents thereto, the terms and conditions of this Agreement shall govern and take precedence. The Parties acknowledge and agree that this Agreement represents the primary agreement between the Parties, and its terms shall supersede any conflicting terms in any such attachments or supplemental documents.

SECTION 10. **JOINT AUTHORSHIP.**

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

SECTION 11. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 12. INDEMNIFICATION.

CONTRACTOR shall at all times hereafter indemnify, hold harmless, and, at the CITY's option, defend by counsel selected by the CITY or its carrier, the CITY and its officials, employees, agents, representatives, and volunteers from and against any and all causes of action, demands, claims, losses, fines, penalties, expenditures of any kind, including, but not limited to, attorneys' fees, court costs, and expenses, and any and all liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, arising out of or in any way connected with the performance or non-performance of the services contemplated by this Agreement, which is directly or indirectly caused, in whole or in part, by any act, omission, default, liability, or negligence, whether active or passive, of CONTRACTOR, its employees, agents, representatives, volunteers, or subcontractors, unless such act or omission is solely caused by the negligence of the CITY. Nothing herein shall be interpreted to constitute a waiver of the CITY's sovereign immunity as set forth in § 726.28, *Florida Statutes*. Any indemnification shall be limited to the monetary thresholds of Two Hundred Thousand Dollars (\$200,000.00) for any single claim and Three Hundred Thousand Dollars (\$300,000.00) for aggregate claims, as set forth in § 768.28, *Florida Statutes*, or any applicable amendment. The provisions and obligations of this section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Agreement.

SECTION 13. AUDITING, RECORDS, AND INSPECTION.

- (A) The Parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the CITY's satisfaction. CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY's findings in such audit without regard to any termination provision set forth herein.
- (B) Throughout the term of this Agreement, CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such Records shall be available at all reasonable times for examination and audit by an authorized CITY representative upon reasonable notice.
- (C) CONTRACTOR further agrees to retain such Records for a period of three (3) years after the termination or natural expiration of this Agreement. The CITY shall retain the right to audit the Records during the three-year retention period.

SECTION 14. PUBLIC RECORDS.

Pursuant to § 119.0701, *Florida Statutes*, CONTRACTOR agrees to:

- (A) Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under this Agreement.
- (B) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- (C) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to the CITY.
- (D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (E) All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems.
- (F) CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.
- (G) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N. BAKER STREET, MOUNT DORA, FL 32757.**

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

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

SECTION 16. **DISPUTE RESOLUTION.**

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

SECTION 17. **INSURANCE.**

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

SECTION 18. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

In accordance with § 448.095, *Florida Statutes*, the CITY requires all contractors doing business with the CITY to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. CONTRACTOR shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with § 448.095, *Florida Statutes*. CONTRACTOR shall retain a copy of the affidavit for the duration of this Agreement and provide it to the CITY upon request. CONTRACTOR hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, CONTRACTOR shall provide evidence of such registration and compliance. CONTRACTOR acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

SECTION 19. **SCRUTINIZED COMPANIES.**

Pursuant to § 287.135, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. CONTRACTOR further agrees that CONTRACTOR will not subcontract with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." CONTRACTOR hereby certifies that none of CONTRACTOR's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event CONTRACTOR, or any of its subsidiaries, parent companies, or affiliates, is placed on the

Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this Agreement, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this provision, including any false certification, may subject CONTRACTOR to civil penalties, termination of this Agreement, and other remedies available under the law.

SECTION 20. PUBLIC ENTITY CRIME.

Pursuant to § 287.133, *Florida Statutes*, no person or affiliate, as defined in § 287.133, *Florida Statutes*, shall be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. CONTRACTOR hereby affirms that neither CONTRACTOR nor any of CONTRACTOR's affiliates or subcontractors are on the convicted vendor list. CONTRACTOR shall notify the CITY immediately if CONTRACTOR, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Agreement. CONTRACTOR acknowledges that failure to comply with this provision may result in termination of this Agreement and other penalties as provided by law.

SECTION 21. HUMAN TRAFFICKING AFFIDAVIT.

CONTRACTOR hereby represents, warrants, and certifies that CONTRACTOR does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that CONTRACTOR has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit "E"** and incorporated herein by reference.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective this ___ day of _____, 2025.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

FIRE-DEX GW, LLC dba GEAR WASH

Taylor Burke Gilman

Print: Taylor Burke Gilman

Title: President

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged and sworn to before me by means of ☒ physical presence or ☐ online notarization of Taylor B. Gilman, as President of Fire-Dex GW, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Contractor, and who is personally known to me or who produced FL DL as identification, and who did/did not take an oath this 27th day of January, 2025.

(stamp)



[Signature]
NOTARY PUBLIC

Attachments:

- Exhibit A – Resolution No. R-628-23 (Award of Contract No. EVN0000251)
- Exhibit B – Miami-Dade Invitation to Bid Solicitation No. EVN0000251
- Exhibit C – Contractor Pricing Quotation
- Exhibit D – Insurance Requirements
- Exhibit E – Human Trafficking Affidavit

Exhibit “A”
Resolution No. R-628-23
(Award of Contract No. EVN0000251)

Date: July 6, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Agenda Item No. 8(P)(12)

Resolution No. R-628-23

Subject: Recommendation for Approval to Award Cleaning and Repair of Bunker Gear

Summary

This item is for cleaning and repair services for firefighter protective uniforms, otherwise known as bunker/turnout gear, for the Miami-Dade Fire Rescue Department (MDFR). Bunker gear is the firefighter uniform ensemble, which consists of a fireproof helmet, hood, jacket, gloves, pants, suspenders, and boots. This contract provides for pick-up and delivery of bunker gear sets from approximately 100 fire stations located throughout the County and also includes storage of a second set of bunker gear at the vendor's location. Bunker gear maintenance is vital for firefighter cancer prevention and in reducing the health and safety risks associated with improperly or poorly maintained bunker gear. The contract will provide required cleaning and repair services for each set of protective gear in compliance with the National Fire Protection Association's Standard 1851 (NFPA 1851) after each incident to ensure clean, safe, and compliant protective gear is always available.

This contract will be utilized to repair and clean over 5,200 bunker gear sets. The usage of these services has increased by more than five times due to contamination related to the COVID-19 pandemic, increase in biohazardous exposure incidents, new NFPA recommendations, and increased bunker gear inventory. Since September 2020, NFPA standards require a post-incident cleaning after each exposure to viruses and bacteria, or any type of blood borne pathogen, and advanced inspections two times a year for each bunker gear set. Additionally, a second set (currently 2,100) of new bunker gear was added to MDFR's inventory, as required by NFPA, to provide a replacement set of protective gear for each firefighter, thereby minimizing risks of exposure.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive award, *Contract No. EVN0000251, Cleaning and Repair of Bunker Gear*, to Fire-Dex GW, LLC dba Gear Wash in the amount of \$12,758,625, for a five-year term, for MDFR. This contract will replace *Contract No. FB-00664*, which was approved under delegated authority on May 16, 2018, for a five-year term in the amount of \$780,369. The contract was subsequently modified under delegated authority and by the Board through Resolution Nos. R-1187-20 and R-521-22 and has a current cumulative value of \$2,356,915.

Background

On February 16, 2023, *Solicitation No. EVN0000251* was issued under full and open competition for the purchase of cleaning and repair service of bunker gear. Upon advertisement of the solicitation, a total of 281 vendors were notified. One bid was received on March 22, 2023, in response to the solicitation. Outreach efforts included contacting vendors identified through market research as well as notifying the incumbent vendor. Market research revealed a limited number of vendors able to provide the required services in accordance with the specifications. A survey of the vendors identified through market research was conducted to determine if there were any barriers that existed that would have prevented competition. Of the three responses received, one stated that they did not meet the requirements of the solicitation, and one missed the notification in INFORMS. The third vendor was notified via email of the advertisement but did not register with the County.

MDC001

The bunker gear protects firefighters against risks such as excessive heat, physical injury, and exposure to liquid contaminants during firefighting operations. MDFR will use this contract to repair and clean the bunker gear worn by firefighters when responding to structural fires, auto accidents, and other hazards. The vendor will be responsible for inventory tracking and reporting on the maintenance of the bunker gear using a web-based system. Cleaning of bunker gear is essential as these items become contaminated with smoke, perspiration, blood, and any chemical that combusted in the heat of a fire. Vendor is required to have facility located in Miami-Dade County to ensure fast transportation of second set of bunker gear stored at the vendor's facility.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$12,758,625. The current contract, *FB-00664*, is valued at \$2,356,915, for a five-year and three-month term and expires on October 31, 2023. The allocation under the replacement contract is higher than the current contract due to increased estimated quantities for cleaning, the addition of advance inspections two times a year for each set, increase in bunker gear inventory and the number of incidents, additional items, inflation, supply chain disruptions for the chemicals and other items used in the process, and labor costs. Prices under the replacement contract are approximately 42 percent higher than current contract prices for similar items. The replacement contract's allocation is based on the projected use by MDFR for the five-year term of the contract and is included in MDFR's budget.

Department	Allocation	Funding Source	Contract Manager
MDFR	\$12,758,625	Fire District Funds	Marianela Betancourt
Total:	\$12,758,625		

Track Record/Monitor

Dr. Lydia Osborne of the Strategic Procurement Department (SPD) is the SPD Assistant Director.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have authority to give notice of this award to the recommended vendor, issue the appropriate orders to give effect to same and exercise all provisions of the contract, including cancellation or extension provisions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

Vendor Recommended for Award

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Fire Dex GW LLC dba Gear Wash	780 South Progress Drive Medina, OH	3795 NW 38 Street Miami, FL	37	Taylor Burke Gilman
			97%	

*Provided pursuant to Resolution No. R-1011-15, the percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a

MDC002

keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comments, and holding meetings and drafting sessions with the user department. The scope of services was updated to include increased services required. The price escalation clause is also updated in accordance with the current market for bunker gear and maintenance services; to mitigate operational delays and contract deficiencies due to inflation, supply chain disruptions, and labor costs.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision.
- The Small Business Enterprise Bid Preference and Local Preference applied.
- The Living Wage does not apply as the services are not covered under the Ordinance.
- The Responsible Wages and Benefits does not apply as the services are not covered under the Ordinance.



Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 6, 2023

FROM: 
Gen. Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(12)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(12)
7-6-23

RESOLUTION NO. R-628-23

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0000251 TO FIRE DEX GW LLC DBA GEAR WASH IN AN AMOUNT NOT TO EXCEED \$12,758,625.00 FOR THE PURCHASE OF CLEANING AND REPAIR OF BUNKER GEAR FOR MIAMI-DADE FIRE RESCUE DEPARTMENT FOR A FIVE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO GIVE NOTICE OF THIS AWARD TO THE RECOMMENDED VENDOR, ISSUE THE APPROPRIATE ORDERS TO GIVE EFFECT TO SAME AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves award of Contract No. EVN0000251 to Fire Dex GW LLC dba Gear Wash. in an amount not to exceed \$12,758,625.00 for the purchase of cleaning and repair of bunker gear for the Miami-Dade Fire Rescue Department for a five-year term; and authorizes the County Mayor or County Mayor's designee to give notice of this award to the recommended vendor, issue the appropriate orders to give effect to same and exercise all provisions of the contract, including cancellation or extension provisions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38. A copy of the contract document is on file with and available upon request from the Strategic Procurement Department.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	absent
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of July, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mjs

Melanie J. Spencer

Exhibit “B”

Miami-Dade Invitation to Bid Solicitation No. EVN0000251



ADDENDUM NO. 1

DATE: March 07, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: SOLICITATION NO.: EVN0000251

TITLE: CLEANING AND REPAIR OF BUNKER GEAR

This Addendum becomes a part of the subject solicitation.

A. CHANGES TO THE SOLICITATION

Please note the following changes to the Solicitation:

1. Bid Due Date: Extended to Thursday, March 16, 2023 at 2:00 PM.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended. All other information remains the same.

Miami-Dade County,

Shantrell Page

Shantrell Page
Procurement Contracting Officer

c: Clerk of the Board



ADDENDUM NO. 2

DATE: MARCH 16, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: SOLICITATION NO.: EVN0000251

TITLE: CLEANING AND REPAIR OF BUNKER GEAR

This Addendum becomes a part of the subject solicitation.

1. CHANGES TO THE SOLICITATION

A. Bid Due Date Extension:

The bid due date is extended to Wednesday, March 22, 2023.

B. Amendments to the Special Terms and Conditions and the Technical Specifications:

The following changes shall be incorporated in the subject Solicitation as indicated:

- a) Section 2, Special Terms and Conditions, Paragraph 2.3.1, AND Section 4 Submittal Requirements are modified as shown below, removing the stricken word(s) and adding the underlined word(s):**

Submittal Requirements

To be considered for an award recommendation, Bidders shall provide the documentation requested below:

Bidder(s) shall have a local Miami-Dade County established repair facility and be a verified Independent Service Provider (ISP) for the advanced cleaning, inspection, repair, decontamination and tracking of structural firefighting protective ensembles.

Bidder(s) shall submit certificate(s) from an authorized third-party verification or certification organization such as, Intertek, Underwriters Laboratories (UL), etc., documenting the facility's location, and that they are authorized to perform the required services to the respective turnout gear stated herein.

- b) Section 2, Special Terms and Conditions, Paragraph 2.9.1, Maintenance of Certifications is modified as shown below, removing the stricken word(s) and adding the underlined word(s):**

2.9.1 Maintenance of Certifications

The Awarded Bidder has a continuing obligation to ensure the certifications submitted ~~in~~per Section ~~2.4.4~~ 2.3.1, Submittal Requirements, remain in place for the term of the contract and



any extension to the contract. The County reserves the right to request documentation at any time and certificates shall be provided to the County within five-days. If the Awarded Bidder fails to maintain certification requirements, the County reserves the right to procure the services by other means and to charge the Awarded Bidder with any re-procurement costs or terminate the contract for default.

- c) **Section 2, Special Terms and Conditions, Paragraph 2.14, Brands is modified as shown below, removing the stricken word(s) and adding the underlined word(s):**

2.14 ADDITIONAL SERVICES/BRANDS

BRANDS

If the County ~~purchases~~ requires additional turnout-gear/services (reference Section 3, Attachment A) that the Awarded Bidder's Certification does not authorize, the County will may request-require the Awarded Bidder to provide ~~the required~~ written proof that the additional services required are verified by the manufacturer or an authorized third-party certification organization, certification of the 'new' manufacturer's gear. The Awarded Bidder must provide written proof within sixty (60) days of being notified by the County and submit it to the Strategic Procurement Department for verification, within sixty (60) days of being notified by the County. If the Awarded Bidder is unable to obtain ~~the required letter or certification written proof or authorization for the cleaning and repair of the "new" manufacturer's-~~ additional services, within the sixty days, the county reserves the right to procure the services by other means.

- d) **Section 3, Technical Specifications, Paragraph 3.2, Specifications is modified as shown below, adding the underlined word(s):**

3.2 SPECIFICATIONS

Awarded Bidder's cleaning process shall be compliant with the current edition of the NFPA 1851 standard and cleaning specifications and manufacturer's guidelines. Awarded Bidder shall provide all the chemicals and supplies necessary for the cleaning, repair, inspection, and certification of bunker gear manufacturer's outer shells, moisture barriers, and thermal liners as to not void the fabric's fire-retardant capability. Awarded Bidder's facility shall also be equipped with the necessary equipment for the cleaning, inspection, and repairing of the gear. Awarded Bidder shall be responsible for the separation of the garments (liners from shells) and cleaning according to manufacturer's washing instructions, drying, inspecting, hydrostatic testing, and repairs (if necessary) and then re-assembling with its corresponding unit (shell with liner). The barcode on the shell should match the barcode on the liner, to prevent mismatched garments. The Awarded Bidder must verify and confirm matching shells and liners with MDFR and the OEM of any shell and liner with differing barcodes.

Awarded Bidder shall be able to process a minimum 5,200 pieces of gear, annually, including firefighting hoods, coats, jackets, pants, boots, wildland gears, helmets and accessories. Gear shall be scanned into the on-line database using a barcode scanner system. Specialized cleaning may be needed to decontaminate gear exposed to blood borne pathogens, chemicals, and other substances. Awarded Bidder's trained staff shall notify the Inventory and Supply



Bureau supervisory staff when badly damaged gear should be condemned and replaced. This shall require the approval of MDFR.

Awarded Bidder shall not repair or clean gear that has reached the ten (10) year life cycle based on manufacture date established by the County. This gear shall be returned to the County for proper disposal. The County will not accept and charges fees for gear mismanaged or processed in error. The awarded bidder.

- e) **Section 3, Technical Specifications, Paragraph 3.4, Staff Training is modified as shown below, removing the stricken word(s):**

3.4 STAFF TRAINING AND CERTIFICATIONS

Awarded Bidder's staff shall be certified ~~by the equipment manufacturer~~, and trained to repair all components of the ensemble such as shells, liners, moisture barriers, etc. Repairs include but are not limited to burns, rips, Velcro, zippers, OEM reflective material, leather reinforcement, alterations, and hardware such as snaps. Cleaning shall be done using manufacturer approved detergents for use with all outer shell, moisture barrier, and thermal liner materials so as to not void the fabric's retardant capability. Awarded Bidder shall provide all materials needed for repairs including but not limited to thread, Velcro, shell, liner, moisture barrier, and hardware. The exception will be the complete replacement of the moisture barrier when the barrier is deemed outside of warranty.

Awarded Bidder shall submit a list of the personnel that will be performing the services including their valid certifications to the MDFR Project Manager upon award of the contract. This is a continuing requirement throughout the term of the contract and any extension periods. In the event, the Awarded Bidder wishes to substitute or replace personnel during the term of the contract, the Awarded Bidder shall notify the MDFR Project Manager in writing, request written approval and provide the relevant certification for the replacement staff, at least five (5) business days prior to effecting such substitution.



- f) **Section 3, Technical Specifications is modified to add Attachment A: Miami-Dade Fire Rescue Bunker Gear List (2022) as shown below. (This list is subject to change):**

Attachment A

Miami-Dade Fire Rescue Bunker Gear List (2022)	
<u>Item</u>	<u>Description</u>
1	Structural Fire Jacket Viking Life-Saving Equipment, PS1125
2	Structural Fire Trouser Viking Life-Saving Equipment, PS1175
2b	Padded Rip-Cord H style -Back Suspender, Oralite® FTP1575-S diamond plate fluorescent lime yellow trim Mfg.: Viking Life Savings Equipment, Inc. Style: S-59006065002W
3	Wildland Fire Jacket Crew Boss, SRC0401
4	Wildland Fire Trouser Crew Boss, SRP0455
5	Structural Fire Fighting Helmet. Cairns and Brother, Model #1044
5a	Helmet repair parts 28% off of current year catalog price.
6	Search and Rescue Helmet. Pacific, model 803-3371
6a	Helmet repair parts 20% off of current year catalog price.
7	Wildland Firefighters Helmet Bullard, model FH911CR
7a	Helmet repair parts 30% off of current year catalog price.
8	Structural Firefighter Boots. Black Diamond, 277-0912
9	Gloves, Firefighter Lion, LPG955 Primus
9a	Cadet style gloves Lion, LPG955C
10	Glove, Firefighter, Lion Commander Ace/Gauntlet Wrist,
11	Hood Protective, 22" IN PBI Gold, P84 Pac II-DS-22
12	Structural Firefighting Boots (Vulcanized Layer Rubber) Preferred Brand: Black Diamond, Approve Equal: Honeywell
13	Lion TR51 Rescue Coat, Millenia Lite 5.3 oz. Natural w/ Hulk
14	Lion TR51 Rescue Pants, Millenia Lite 5.3 oz. Natural



15	Item #PS3838, Viking Nomex Nano Particle Filtration
16	Fire Wipes (288 case count) Sold per case only.
17	Bullard Fire Helmet, UM6BKGLR350, 6".
18	V-Force Bi-Swing Coat – CVB, Lion™
19	V-Force Pant – PVF, Lion™
20	Gxtreme #11362-G - 3.0 Coat, Globe™
21	Gxtreme #F1362-G GPS Pant, Globe™
22	HellFire™ Felt Insulated Rubber Boot (M) Product # 807-6003
23	HellFire™ Felt Insulated Rubber Boot (F) Product # 507-6003
24	Model #1010 with Defender Visor, Cairns™

2. **QUESTIONS AND ANSWERS**

- a) Question: Per section 2.3.1 - "Bidder(s) shall have a local Miami-Dade County established repair facility that is for the advanced cleaning, inspection, repair, decontamination and tracking of structural firefighting protective ensembles." Does this requirement mean the repair facility must be NFPA 1851 3rd party verified to the 2020 edition and in operation at the time of the bid opening?

Answer: Yes. Bidders shall be a certified Independent Service Provider (ISP) by an authorized third-party verification or certification organization and have an established repair facility that is compliant with National Fire Protection Association (NFPA)1851.

- b) Question: Section 2.9.1 references section 2.4.1 but section 2.4.1 is not found in this solicitation.

Answer: See Part 1, Changes to the Solicitation, of this Addendum for revisions to Section 2.9.1.

- c) Question: Section 2.14 – Brands requires a letter of certification for cleaning and repair of 'new' manufacturers gear. Will this be necessary since the current edition of NFPA 1851 allows a verified independent service provider to service any make / model of PPE?

Answer: See Part 1, Changes to the Solicitation, of this Addendum for revisions to Section 2.14.

- d) Question: Section 2.16 – The current contract for cleaning and repair of bunker gear for Miami-Dade County does not require pollution liability insurance, is this a new requirement or was this included in error?

Answer: The Pollution Liability coverage is now required for the subject solicitation. The turnout gear can become contaminated with carcinogens and other chemicals. Pollution liability is included to ensure the waste from the cleaning process is properly disposed of.

- e) Question: Section 3.2 states "The barcode on the shell shall match the barcode on liner to prevent mismatched garments." Not all PPE manufacturers use matching serial numbers / bar



codes on both outer shell and inner liner. In the event this occurs, is it acceptable for vendor to match outer shells and inner liners using the original equipment manufacturer method for matching the outer shell and inner liner?

Answer: See Part 1, Changes to the Solicitation, of this Addendum for revisions to Section 3.2.

- f) Question: Section 3.4 requires a letter of certification from each equipment manufacturer of gear. Will this be necessary since the current edition of NFPA 1851 allows a verified independent service provider to service any make / model of PPE?

Answer: See Part 1, Changes to the Solicitation, of this Addendum for revisions to Section 3.4.

- g) Question: NFPA 1851 section 5.1.6 & 5.1.8.(4) requires the organization to ensure proper interface between ensemble elements. Does The County intend on having the successful bidder ensure proper interface between ensemble elements on The County's behalf? If so, in the event the bidder issues a different brand of PPE from what the employee turned in for service, will The County provide the successful bidder guidance on size correlation from one brand's sizes to the other brand?

Answer: No, should the bidder deem the employee's gear to be non-serviceable, The County must be notified. Miami Dade Fire Rescue (MDFR) Gear Lab will then deliver a set to the bidder or issue the employee a replacement ensemble ensuring proper interface.

- h) Question: References – Will submitted references be polled to determine if comparable scope required to fulfill the scope defined within this solicitation has been met – for example, logistics (i.e. pick-up/delivery vehicles, verify identical turnaround schedule, etc.)?

Answer: Yes. References submitted will be verified to confirm the Bidder is able to provide goods and services per the solicitation scope and requirements.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended. All other information remains the same.

Miami-Dade County,

Shantrell Page

Shantrell Page
Procurement Contracting Officer

c: Clerk of the Board



MIAMI-DADE COUNTY, FLORIDA

**INVITATION TO BID
(ITB)**

Event Number: EVN0000251
Event Title: Cleaning and Repair of Bunker Gear

Solicitation Contact:	Shantrell Page Procurement Contracting Officer Strategic Procurement Department Shantrell.page@miamidade.gov
Solicitation Contact:	Kiara Moyer Lee Procurement Contracting Officer Strategic Procurement Department Kiara.MoyerLee@miamidade.gov
Solicitation Contact:	Shari Francis Procurement Contracting Manager Strategic Procurement Department Shari.francis@miamidade.gov

GENERAL TERMS AND CONDITIONS:

All Miami-Dade County's general terms and conditions applicable to procurement contracts are posted online. Bidders that receive an award from Miami-Dade County through the competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These general terms and conditions are considered non-negotiable and include important instructions and requirements that affect all Bids. By submitting a Bid for a Miami-Dade County solicitation, a Bidder attests to its understanding of these general terms and conditions.

All applicable terms and conditions pertaining to this Solicitation and resultant Contract may be viewed online at the Strategic Procurement Department's webpage by clicking on the below link:

<https://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r22-3.pdf>

NOTICE TO ALL BIDDERS:

Bids are to be submitted electronically through a secure mailbox via the Integrated Financial Resources Management System (INFORMS) (<https://supplier.miamidade.gov>) until the date and time indicated in the INFORMS Solicitation End Date published in INFORMS and in this Solicitation document. It is the sole responsibility of the Bidder to ensure that its Bid is in INFORMS before the Solicitation deadline. There is no cost to the Bidder to submit a Bid for a Miami-Dade County Solicitation via INFORMS. Electronic submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning this Solicitation, use the question/answer feature provided within the Solicitation by INFORMS at <https://supplier.miamidade.gov>. Questions of a material nature must be received prior to the date and time of the INFORMS Solicitation Question & Answer End Date specified in the Solicitation. Material changes, if any, to the Solicitation will be made only by written addendum. (See Mandatory Online Forms and Addendum Acknowledgement section of INFORMS site).

Bidders must allow sufficient time to complete online forms and upload all Bid documents. All information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into INFORMS before the date and time of the INFORMS Solicitation End Date, or the system will **stop** the process and the submission will be considered late and will not be accepted.

No part of a Bid can be submitted via hardcopy, email, or fax.

Suppliers/Vendors are encouraged to access the links below to assist with submission of responses to the Solicitation.

Recorded eSupplier Workshop

https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780

Password: q37%t+pG

Submit a Bid Job Aid

<https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf>

SECTION 2 SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for advanced cleaning, inspection, repair, decontamination, barcode tracking, and online reporting services of turnout gear for Miami-Dade Fire Rescue Department (MDFR).

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by the County. This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by the County. The contract shall expire on the last day of the five (5) year term.

2.3 METHOD OF AWARD

Award will be made to the lowest priced, responsive, responsible Bidder in the **aggregate** who meets the submittal requirements listed below. If a Bidder fails to submit an offer on all items, its offer may be deemed non-responsive.

Insert "0" as the price or discount for each item offered at no cost to the County. Do not leave any items blank.

Submittal Requirements

To be considered for an award recommendation, Bidders shall provide the documentation requested below:

1. Bidder(s) shall have a local Miami-Dade County established repair facility that is for the advanced cleaning, inspection, repair, decontamination and tracking of structural firefighting protective ensembles.

Bidder(s) shall submit certificate(s) from an authorized third-party verification organization such as, Intertek, Underwriters Laboratories (UL), etc., documenting the facility's location, and that they are authorized to perform the required services to the respective turnout gear stated herein.

2. Bidder(s) shall provide two (2) client references for which they have provided similar services of comparable scope as those requested herein within the last three (3) years. All client references shall include the name of the company, a description of the services provided, period in which the services were provided and the contact person's name, telephone number and email address. In lieu of the reference from the Bidder, the County will consider the reference from the Bidder's key personnel in accordance with Resolution No. 1122-21.
3. Bidder(s) shall provide the contact information of a designated representative who can be reached twenty-four (24) hours per day, seven (7) days per week to address matters relating to the contract. Bidder(s) shall provide the representative's name, title, telephone and mobile numbers, and email address.
4. Bidder(s) shall provide proof that the facility(ies) for performance of the services is equipped with a generator capable of providing electrical needs in the event of power loss.

2.4 PRICING

The rates offered shall remain fixed for a period of six (6) months after the commencement of the contract. Rates may change semi-annually based on the Consumer Price Index (CPI) – All Urban Consumers, Workers, Not Seasonally Adjusted, Miami-Ft. Lauderdale-West Palm Beach, FL. Awarded Bidder shall submit rate adjustment requests at least 30 days prior to the end of each six-month period.

The period used to calculate the adjustment will include no more than six (6) months, starting from the effective date of the contract, using the index above and include as many months as published (available) in the sixth (6th) month, including preliminary [P] numbers during the current six (6) months, as not all months may be available for calculation. If the County authorizes an adjustment, the rate adjustment, if any, will take effect on the first month of the next six (6) month period.

The County reserves the right to apply any reduction in pricing for each contract year based on the downward change of the CPI.

2.5 LOSS OR DESTRUCTION OF COUNTY PROPERTY

Loss or destruction of County property by the Awarded Bidder will result in the Awarded Bidder being charged the remaining value of the turnout gear as a percentage of the current replacement cost. Replacement cost will be determined by the pricing on the turnout gear contract in place at the time of loss or destruction.

Example: Gear is lost in the 7th year of the 10-year life cycle and the replacement cost is \$2,000. The Awarded Bidder will be responsible for 30% of the replacement cost or \$600.

FORMULA:

$$\frac{a \text{ \# of years used}}{b \text{ total life cycle years}} = \frac{c. X \text{ percentage to be covered by County}}{d. 100}$$

EXAMPLE:

$$\frac{a \text{ 7 years used}}{b \text{ 10- year life cycle}} = \frac{c. X}{d. 100}$$

CALCULATION:

Step 1: (a) 7 (# years used) x (d) 100 = 700

Step 2: 700 ÷ (b) 10 (total life cycle years) = 70%. This is the percentage covered by the County

Step 3: 70% x \$2,000 (cost of the gear) = \$1,400. This is the cost covered by the County to replace the gear

Step 4: \$2,000 – \$1,400 = \$600. This is the cost covered by the bidder to replace the gear

For these computations, turnout gear has a maximum ten-year life cycle.

Awarded Bidder shall notify the County of such loss within 24 hours of pickup. Awarded Bidder will be responsible for returning all remaining portions of the turnout gear to the County for proper disposal as required by NFPA. The County shall have the right to deduct said charges from any outstanding amount due, or that may become due to the Awarded Bidder under this contract, or to invoice the Awarded Bidder for such damages if the costs incurred exceed the amount due to the Awarded Bidder.

2.6 PICK-UP/DELIVERY REQUIREMENTS

Awarded Bidder's facility shall be open Monday through Friday, from 7:00 a.m. to 5:00 p.m.

Awarded Bidder will pick up three days per week approximately 5-8 sets of gear from 3-5 stations per day, per annual schedule. The County will provide a detailed schedule to the Awarded Bidder indicating which stations they will pick up from on each day. The days for pick-up will be Tuesday, Wednesday, and Thursday. The days for delivery will be Wednesday, Thursday, and Friday. Awarded Bidder will be responsible for printing a copy of the pick-up list that will include the date, employee name, station location and the scheduled delivery for each fire station serviced during the week. The pick-up list shall be provided to the fire station personnel at each location.

Delivery time for all gear being serviced (cleaning, repairs, inspections, etc.) should be no more than two business days, and three business days for the handling of contaminated gear. All exceptions must be requested to the appropriate County representative.

Occasionally the normal scheduled pick-up by the Awarded Bidder may be missed by employees who are away from the station; when this situation occurs, the employee will be allowed to drop-off the gear to the Awarded Bidder for cleaning/repair. The employee will provide a copy of the gear cleaning authorization voucher to the Awarded Bidder for proof of notice to proceed. During the normal scheduled notifications, "dropped-off" gear shall be included and differentiated from the routine pickups. A copy of the gear cleaning authorization voucher must be included with the invoice prior to the County's approval for any charges associated with the service provided. Awarded Bidder is not allowed to make alterations or add patches to the garments unless prior approval has been given by the County.

All deliveries shall be made in accordance with commercial practice and within the required delivery timeframes; except in such cases where the delivery will be delayed due to acts of nature or causes beyond the control of the Awarded Bidder. In cases where a delivery will be delayed, the Awarded Bidder shall notify the County of the delay prior to the original scheduled delivery so that a revised delivery date can be scheduled, or other accommodations made. Should the Awarded Bidder fail to deliver pursuant to this section, the County reserves the right to cancel the contract on a default basis.

County employees may be authorized in writing to pick-up items under this contract. Awarded Bidder shall require written authorization and identification prior to releasing any items. Awarded Bidder shall maintain a copy of the authorization on file as proof to release items. If the Awarded Bidder is in doubt about any aspect of the material pick-up, the Awarded Bidder shall contact MDFR to confirm the authorization.

2.7 LOCATION OF STATIONS

Below is a list of current fire station locations which will need to be serviced under this contract. The County reserves the right to add or delete stations and work sites at its discretion.

Location	Address
Logistics Inventory & Supply Bureau	6000 SW 87th Ave, Miami, FL 33173
Headquarters - HQ	9300 NW 41st St, Miami, FL 33178
Station 01	16699 NW 67th Ave, Miami, FL 33014
Station 02	6460 NW 27th Ave, Miami, FL 33147
Station 03	3911 SW 82nd Ave, Miami, FL 33155
Station 04	9201 SW 152nd St, Miami, FL 33157
Station 05	13150 SW 238th St, Homestead, FL 33032
Station 06	15890 SW 288th St, Homestead, FL 33033
Station 07	9350 NW 22nd Ave, Miami, FL 33147
Station 08	2900 NE 199th Street 33180
Station 09	7777 SW 117th Ave, Miami, FL 33183
Station 10	175-172 ST, Sunny Isles, FL 33160
Station 11	18705 NW 27th Ave, Opa Locka, FL 33056
Station 12 - Airport (Interior)	5680 NW 36th St, Miami, FL 33166
Station 13	6000 SW 87th Ave, Miami, FL 33173
Station 14	5860 SW 70th St, Miami, FL 33143
Station 15	2 Crandon Blvd, Key Biscayne, FL 33149
Station 16	255 NW 4 Avenue Homestead, FL 33030
Station 17	7050 NW 36th St, Miami, FL 33166
Station 18 – (Temp Station)	13810 NE 5th Ave, North Miami FL, 33161
Station 19	650 NW 131st St, Miami, FL 33168
Station 20	13000 NE 16th Ave, North Miami, FL 33161
Station 21	10500 Collins Ave, Bay Harbor, FL 33154

Station 22	15655 Biscayne Blvd, Aventura, FL 33160
Station 23	7825 SW 104th St, Miami, FL 33156
Station 24	14150 SW 127th St, Miami, FL 33186
Station 25 – (Air Rescue)	Opa-Locka Airport - 4600 NW 148 Street, Miami, FL 33054
Station 26	3190 NW 119th St, Miami, FL 33167
Station 27 – (Temp Station)	1275 NE 79th St, Miami, FL 33138
Station 28	8790 NW 103rd St, Hialeah Gardens, FL 33016
Station 29	351 SW 107th Ave, Miami, FL 33174
Station 30	9500 NE 2nd Ave, Miami, FL 33138
Station 31	17050 NE 19th Ave, Miami, FL 33162
Station 32	358 NE 168th St, North Miami Beach, FL 33162
Station 33	2601 Point East Dr. Aventura, FL 33160
Station 34	10850 SW 211th St, Miami, FL 33189
Station 35	201 Westward Dr. Miami Spring, FL 33166
Station 36	10001 Hammocks Blvd, Miami, FL 33196
Station 37	4200 SW 142nd Ave, Miami, FL 33175
Station 38	575 NW 199th St, Miami, FL 33169
Station 39	641 Europe Way, Port of Miami, FL 33132
Station 40	975 SW 62nd Ave, Miami, FL 33144
Station 41 – (Temp Station)	4911 SW 117 Ave, Miami FL, 33175
Station 42	65 Fisher Island Dr. Miami Beach, FL 33109
Station 43	13390 SW 152nd St, Miami, FL 33177
Station 44	7700 NW 186th St, Hialeah, FL 33015
Station 45	9710 NW 58th St, Medley, FL 33166
Station 46	10200 NW 116th Way, Miami, FL 33178
Station 47	9361 SW 24th St, Miami, FL 33165
Station 48	8825 NW 18th Terrace, Miami, FL 33172
Station 49	10850 SW 57th Ave, Coral Gables, FL 33156
Station 50	9798 E Hibiscus St, Palmetto Bay, FL 33157
Station 51	4775 NW 199th St, Opa Locka, FL 33055
Station 52	12105 Quail Roost Dr. Miami, FL 33177
Station 53	11600 SW Turnpike Way, Miami, FL 33186
Station 54	15250 NW 27th Ave, Opa Locka, FL 33054
Station 55	21501 SW 87th Ave, Miami, FL 33189
Station 56	16250 SW 72nd St, Miami, FL 33193
Station 57	8501 SW 127th Ave, Miami, FL 33183
Station 58	12700 SW 6th St, Miami, FL 33184
Station 59 - Airport (Exterior)	5680 NW 36th St, Miami, FL 33166
Station 60	17605 SW 248th St, Homestead, FL 33031
Station 61	15155 SW 10th St, Miami, FL 33194
Station 62	14251 Old Cutler Road Palmetto Bay 33158
Station 63	1655 NE 205th Terrace, Miami, FL 33179
Station 64	15325 NW 77 Court Miami Lakes, FL 33016
Station 65	1350 SE 24th St, Homestead, FL 33035
Station 66	3100 SE 8th St, Homestead, FL 33035
Station 68 – (Not built yet, running out of Sta. 69)	11091 NW 17 St Sweetwater, FL 33172
Station 69	11151 NW 74th Street, (Doral North) Doral, FL
Station 70	11451 SW 248 ST, Miami FL 33032
Station 71 – (Temp Station, running out of Sta.34)	10850 SW 211th St, Miami, FL 33189
Station 72	255 NW 4 Avenue, Homestead, FL 33030
Station 73	901 S America Way, Miami FL 33121
Station 76	1165 95 th ST. Bay Harbor Islands, FL 33154
Station 77 – (Running out of Sta. 66)	3100 SE 8th St, Homestead, FL 33035
Station 78	16435 NE 35th Ave, North Miami Beach, FL 33147
Station 99	4310 NW 145th St, Miami, FL 33054

2.8 WARRANTY REQUIREMENTS

Awarded Bidder shall warrant all repairs and cleaning furnished hereunder against defect in materials and/or workmanship for a period of ninety (90) days from date of delivery and acceptance by the County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the warranty period, the Awarded Bidder shall make the repair or replacement at no cost to the County, immediately upon written notice.

2.9 DEFICIENCIES IN WORK

Awarded Bidder shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract standards. All corrections shall be made within two (2) business days after such rejected defects, deficiencies, and/or non-conformances are reported to the Awarded Bidder by the County. Awarded Bidder shall bear all costs of correcting such rejected work including the retrieval of such items from the identified station location. If the Awarded Bidder fails to correct the work within the period specified, the County may at its discretion, notify the Awarded Bidder in writing that the Awarded Bidder may be subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within two (2) days of receipt of the notice. If the Awarded Bidder fails to correct the work within the period specified in the notice, the County shall place the Awarded Bidder in default, obtain the services of another bidder to correct the deficiencies and charge the Awarded Bidder for these costs; either through a deduction from the final payment owed to the Awarded Bidder or through invoicing. If the Awarded Bidder fails to honor the invoice or credit memorandum, the County may terminate the contract for default.

2.9.1 Maintenance of Certifications

The Awarded Bidder has a continuing obligation to ensure the certifications submitted in Section 2.4.1 remain in place for the term of the contract and any extension to the contract. The County reserves the right to request documentation at any time and certificates shall be provided to the County within five-days. If the Awarded Bidder fails to maintain certification requirements, the County reserves the right to procure the services by other means and to charge the Awarded Bidder with any re-procurement costs or terminate the contract for default.

2.10 ACCESS TO STATIONS

The County will provide photo identification (ID) cards to the Awarded Bidder's drivers to have access to stations and other County locations for pickup. All County issued photo ID's must be left at the Awarded Bidder's office at the end of each workday. Access to the stations via photo ID will be Monday thru Friday from 7:00 am to 5:00 pm. In the event of changes to the assigned driver(s), the Awarded Bidder shall return the ID to the County within 24-48 hours and the replacement driver will be issued a new photo ID. Awarded Bidder will be charged five dollars (\$5) for the re-issuance of lost or stolen ID's and shall provide a police report regarding the incident. Payment shall be made via check to: Miami-Dade Fire Rescue Department, Logistics Division, 6000 SW 87 Avenue, Miami, FL 33173.

2.11 EMERGENCY SERVICES

Awarded Bidder shall provide a point of contact (POC) which shall be available 24-hours per day. This POC shall be authorized to commit the Awarded Bidder for emergency services.

2.12 AREA WIDE EMERGENCIES

An area wide emergency is defined as an event of such scope that the whole or the majority of Miami-Dade County is affected. An example of an area wide emergency is a tropical storm or hurricane that may prevent travel and/or disrupt electrical, telephone, or cell service. Awarded Bidder shall provide the County with a means to access the County's protective gear 24-hours per day. This access will be used to ensure County firefighters have clean and

healthful uniforms during area wide emergencies.

2.13 CRIMINAL HISTORY BACKGROUND CHECKS

Awarded Bidder shall be responsible for performing criminal history background checks for each of its employees that will be gaining access to County facilities. Awarded Bidder shall certify this information by submitting documentation from the agency conducting background checks to the County. The County retains the right to ban any Awarded Bidder's employee from entering County sites.

2.14 ADDITIONAL SERVICES/BRANDS

Services

While the County has listed all major services within this solicitation which are utilized by MDR in conjunction with its operations, there may be similar services that may be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the Awarded Bidder to obtain a price quote for the similar services. The County reserves the right to award these similar services to the Awarded Bidder or to acquire the services through a separate solicitation.

Brands

If the County purchases turnout gear manufactured by an entity other than the listed manufacturers, the County will request for the Awarded Bidder to provide the required letter or certification for the cleaning and repair of the 'new' manufacturer's gear within sixty (60) days of being notified by the County and submit it to the Strategic Procurement Department verification. If the Awarded Bidder is unable to obtain the required letter or certification for the cleaning and repair of the 'new' manufacturer's gear within the sixty days, the county reserves the right to procure the services by other means.

2.15 SMALL BUSINESS MEASURES

A Small Business Enterprise (SBE) Bid Preference will apply to this solicitation (see Section 1, Paragraph 1.45).

2.16 INSURANCE REQUIREMENTS

This section shall amend Section 1.22, Insurance Requirements, Section A:

The Awarded Bidder shall furnish to the Vendor Outreach & Support Services Section, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate, not to exclude Products & Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Pollution Liability insurance, in an amount not less than \$1,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from onsite and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

SECTION 3 TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Awarded Bidder shall provide advanced inspection, cleaning, repair, decontamination, barcode tracking database, and on-line reporting services of turnout gear for MDR in compliance with NFPA 1851 2020, or latest edition. Turnout gear includes coat, coat liner, trouser, trouser liner, helmet, hood, gloves, boots, etc.

3.2 SPECIFICATIONS

Awarded Bidder's cleaning process shall be compliant with the current edition of the NFPA 1851 standard and cleaning specifications and manufacturer's guidelines. Awarded Bidder shall provide all the chemicals and supplies necessary for the cleaning, repair, inspection, and certification of bunker gear manufacturer's outer shells, moisture barriers, and thermal liners as to not void the fabric's fire retardant capability. Awarded Bidder's facility shall also be equipped with the necessary equipment for the cleaning, inspection, and repairing of the gear. Awarded Bidder shall be responsible for the separation of the garments (liners from shells) and cleaning according to manufacturer's washing instructions, drying, inspecting, hydrostatic testing, and repairs (if necessary) and then re-assembling with its corresponding unit (shell with liner). The barcode on the shell shall match the barcode on liner to prevent mismatched garments.

Awarded Bidder shall be able to process a minimum 5,200 pieces of gear, annually, including firefighting hoods, coats, jackets, pants, boots, wildland gears, helmets and accessories. Gear shall be scanned into the on-line database using a barcode scanner system. Specialized cleaning may be needed to decontaminate gear exposed to blood borne pathogens, chemicals, and other substances. Awarded Bidder's trained staff shall notify the Inventory and Supply Bureau supervisory staff when badly damaged gear should be condemned and replaced. This shall require the approval of MDR.

Awarded Bidder shall not repair or clean gear that has reached the ten (10) year life cycle based on manufacture date established by the County. This gear shall be returned to the County for proper disposal. The County will not pay any charges/fees for gear mistakenly processed in error by the Awarded Bidder.

3.2.1 Definitions

A) Advanced Cleaning/Inspections

Advanced cleaning is a thorough cleaning of gear and gear elements accomplished by washing machine. This gear shall be placed in a black bag provided by the Awarded Bidder.

B) Biohazard Decontamination Cleaning

Biohazard decontamination is specialized cleaning that may be needed when gear is exposed to blood borne pathogens, body fluids, hazardous chemicals (including fuel, gasoline, paint and other substances), smoke and by-products of fire. Gear that has been exposed to hazardous materials or is extremely contaminated that cannot be cleaned by the Awarded Bidder shall be placed in red bags provided by the Awarded Bidder and shall not be cleaned. This gear shall be returned to the County for proper disposal in accordance with Federal, State, and Local regulations.

C) Heavy Soil Cleaning

Heavily soiled cleaning involves cleaning to remove materials that are imbedded in gear such as tar, oils, grease, grime, black soot, resins, and sewer discharge. This gear shall be placed in a black bag provided by the Awarded Bidder.

D) Advanced Inspection

Advanced inspection includes complete linear inspection that is to be conducted by trained personnel once a year or whenever routine cleaning occurs.

E) Repair

All repairs shall be made in accordance with manufacturer's guidelines, meeting the latest edition of the NFPA 1851 Standard. Awarded Bidder's staff shall be trained to repair all components of the ensembles such as shells, liners and moisture barriers. Repairs may include burns, rips, tears, holes, Velcro, zippers, reflective material, leather reinforcement, alterations, hardware such as snaps, and any custom work needed.

Awarded Bidder shall use NFPA compliant repair materials from the original garment manufacturer and all thread must be 100% Nomex® meeting "Major A Seam" requirements.

☐ Gear Suitable for Repair

Gear that is suitable for fire service shall be placed in a black bag provided by the Awarded Bidder with a label showing the following information:

Date of Inspection, Cleaning and Repair
 Type of Gear (Turnout Coat Shell/Liner, Turnout Pants Shell/Liner)
 Manufacturer of the gear
 Manufacturer's barcode / serial number
 Date of Manufacture
 Size of gear Firefighter
 Name:
 Firefighter ID Number:
 Station/Location:
 Disposition: BER (Beyond Economic Repair)
 Exceeds MDFR 10-year limit
 Certified for fire service

☐ Gear Not Suitable for Repair

Awarded Bidder shall notify the County in writing when badly damaged gear is not economical to repair. This gear shall be placed in a white bag provided by the Awarded Bidder with a label showing the information in No. 1 above, indicating that the gear cannot be used in fire service and providing necessary justification.

3.3 CONTAINERS/BAGS/LABELS

Awarded Bidder shall be responsible for providing two (2) hard plastic storage containers with lids per station that are at a minimum 24" x 24" x 48" in size to accommodate multiple sets of turn-out gear. The containers shall be delivered to the stations on Mondays, prior to 5:00 pm, and picked up on Thursday when the Awarded Bidder picks up the last set of bunker gear for that station.

Awarded Bidder shall also be responsible for providing disposable bags at each station that may require service during any given time on the pick-up schedule. The disposable bags should be 20x4x30, 0.8mil high density polyethylene PE merchandise bags in white, red and black. The "RED" bags are for bio-hazardous contaminated gear; "BLACK" bags are for gear that requires inspection, cleaning and repair and the "WHITE" bags are for gear that has failed inspection or is marked for training. Plastic bags shall not be reused. The colored bags shall be provided for each set of turn-out gear

picked-up from the stations for processing as well as for delivery from the Awarded Bidder.

Additionally, the Awarded Bidder shall be responsible for providing self-adhesive labels that will be left at each station that may require service during any given time. The labels shall be blank with a minimum size of 3"x5" that will be used by the firefighter stating fire fighters name, station number and shift when the gear is identified for servicing.

3.4 STAFF TRAINING AND CERTIFICATIONS

Awarded Bidder's staff shall be certified by the equipment manufacturer, and trained to repair all components of the ensemble such as shells, liners, moisture barriers, etc. Repairs include but are not limited to burns, rips, Velcro, zippers, OEM reflective material, leather reinforcement, alterations, and hardware such as snaps. Cleaning shall be done using manufacturer approved detergents for use with all outer shell, moisture barrier, and thermal liner materials so as to not void the fabric's retardant capability. Awarded Bidder shall provide all materials needed for repairs including but not limited to thread, Velcro, shell, liner, moisture barrier, and hardware. The exception will be the complete replacement of the moisture barrier when the barrier is deemed outside of warranty.

Awarded Bidder shall submit a list of the personnel that will be performing the services including their valid certifications to the MDFR Project Manager upon award of the contract. This is a continuing requirement throughout the term of the contract and any extension periods. In the event, the Awarded Bidder wishes to substitute or replace personnel during the term of the contract, the Awarded Bidder shall notify the MDFR Project Manager in writing, request written approval and provide the relevant certification for the replacement staff, at least five (5) business days prior to effecting such substitution.

3.5 ALTERATION SERVICES

Awarded Bidder shall be solely responsible for the fittings of existing stock coats and trousers and necessary alterations of trousers and coats for a proper fit. Alterations will allow for re-sizing of coats and trousers to accommodate more common sizes.

3.6 RECORD KEEPING AND REPORTING

The County currently has approximately 5,200 sets of turnout gear in the field which are barcoded by the manufacturer and showing the month and year of manufacture.

Awarded Bidder shall establish a web-based record keeping system. This system shall have the ability to record the following data fields for each piece of gear the Awarded Bidder has stored for MDFR and cleaned:

- ☐ Firefighter's name (Last, First, Middle Initial)
- ☐ Firefighter's Employee ID
- ☐ Firefighter's station (current work location) and shift
- ☐ Date and condition when issued (MDFR will provide report weekly)
- ☐ Type of gear
- ☐ Size of gear
- ☐ Manufacturer and Model name
- ☐ Manufacturer's identification number or serial number
- ☐ Month and year of Manufacture
- ☐ Date of advanced inspection, cleaning, testing and repair
- ☐ Results of testing
- ☐ Detailed description of all repairs
- ☐ Findings at time of advanced inspection
- ☐ Date of gear retirement (out of service)

Awarded Bidder shall record the information shown in 1 through 14 above in a format that MDFR can manipulate and generate reports from, access will be via the internet. The inventory system shall allow MDFR to generate ad-hoc reports sorted by any one of the fourteen fields. This access should be secure and should only be used and accessible by authorized County personnel. Reports shall be available at no cost to the County. The online reporting shall include the

garments processed during each scheduled pick-up and the name of the employee the gear is assigned to, as well as garments that are no longer suitable for service. In addition to the information listed above, the Awarded Bidder shall provide an email notification on the number of sets picked up from each location and provide the names of the personnel for that gear for accountability purposes. At the completion of the contract, accumulated data shall be provided to MDR in a media capable of being accessed by County personnel. Within one (1) week of the contract's completion, stored gear shall be either returned to the MDR Logistics Section or to the new vendor as directed by the County. Lost gear shall be reimbursed as per Section 2, Paragraph 2.5.

3.7 EMERGENCY EQUIPMENT

Awarded Bidder's work site shall be equipped with a generator capable of providing for its electrical needs. The purpose of this generator is to ensure the Awarded Bidder is capable of providing the County with service in the event of the loss of power.

SECTION 4
SUBMITTAL REQUIREMENTS

BIDDER: _____

Reference	Bidder Requirements	Initials for Requirements Included with Bid
Section 2.3.1	Bidder(s) shall have a local Miami-Dade County established repair facility that is for the advanced cleaning, inspection, repair, decontamination and tracking of structural firefighting protective ensembles. Bidder(s) shall submit certificate(s) from an authorized third-party verification organization such as, Intertek, Underwriters Laboratories (UL), etc., documenting the facility's location, and that they are authorized to perform the required services to the respective turnout gear stated herein.	Proof Submitted: _____
Section 2.3.2	Bidder(s) shall provide two (2) client references for which they have provided similar services of comparable scope as those requested herein within the last three (3) years. All client references shall include the name of the company, a description of the services provided, period in which the services were provided and the contact person's name, telephone number and email address. In lieu of the reference from the Bidder, the County will consider the reference from the Bidder's key personnel in accordance with Resolution No. 1122-21.	2 Client References Submitted: _____
Section 2.3.2 Reference 1	Company Name: _____ Contact Name: _____ Phone: _____ Email: _____ Service Provided: _____ _____ _____ _____ Service Dates: _____ to _____	

Section 2.3.2 Reference 2	Company Name: _____ Contact Name: _____ Phone: _____ Email: _____ Service Provided: _____ _____ _____ Service Dates: _____ to _____	
Section 2.3.3	Bidder(s) shall provide the contact information of a designated representative who can be reached twenty-four (24) hours per day, seven (7) days per week to address matters relating to the contract. Bidder(s) shall provide the representative's name, title, telephone and mobile numbers, and email address. Contact Name: _____ Title: _____ Telephone: _____ Mobile Phone: _____ Email: _____	Designated Representative Contact Submitted:
Section 2.3.4	Bidder(s) shall provide proof that the facility for performance of the services is equipped with a generator capable of providing electrical needs in the event of power loss. Generator Model No.: _____ Generator Manufacturer: _____ OR Other Generator Proof: _____	Generator Proof Submitted:

SECTION 4
PRICE SCHEDULE

This is for reference purposes only. All pricing shall be submitted in INFORMS to be considered.

ITEMS	EST. ANNUAL USAGE	DESCRIPTION (Complete Set-Coat & Pants/including shells and liners)	PRICE (To be entered in INFORMS)
1.	40	Biohazard Decontamination Cleaning Coat	\$ _____
2.	40	Biohazard Decontamination Cleaning Pant	\$ _____
3.	40	Biohazard Decontamination Cleaning Boots	\$ _____
4.	40	Biohazard Decontamination Cleaning Helmet	\$ _____
5.	40	Heavy Soil/Removal Cleaning – Coat	\$ _____
6.	40	Heavy Soil/Removal Cleaning – Pant	\$ _____
7.	5200	Advanced Cleaning Hood	\$ _____
8.	5200	Advanced Inspection Hood	\$ _____
9.	5200	Advanced Cleaning Coat	\$ _____
10.	5200	Advanced Inspection Coat	\$ _____
11.	5200	Advanced Cleaning Pant	\$ _____
12.	5200	Advanced Inspection Pant	\$ _____
13.	5200	Advanced Cleaning Fire Gloves	_____
14.	5200	Advanced Inspection Fire Gloves	\$ _____
15.	2600	Advanced Cleaning Rubber Boots	\$ _____
16.	2600	Advanced Inspection Rubber Boots	\$ _____
17.	600	Advanced Cleaning Leather Boots	\$ _____
18.	600	Advanced Inspection Leather Boots	\$ _____
19.	2700	Advanced Inspection Helmets	\$ _____
20.	2700	Advanced Cleaning Helmets	\$ _____
21.	600	Advanced Cleaning Leather Helmets	\$ _____
22.	600	Advanced Inspection Leather Helmets	\$ _____
23.	5200	Advanced Cleaning Belt	\$ _____

ITEMS	EST. ANNUAL USAGE	DESCRIPTION (Complete Set-Coat & Pants/including shells and liners)	PRICE (To be entered in INFORMS)
24.	5200	Advanced Inspection Belt	\$ _____
25.	5200	Advanced Cleaning Suspenders	\$ _____
26.	5200	Advanced Inspection Suspenders	\$ _____
27.	5200	Advanced Inspection Outer Shell/Pant	\$ _____
28.	5200	Advanced Inspection Liner System/Pant	\$ _____
29.	5200	Advanced Inspection Outer Shell/Coat	\$ _____
30.	5200	Advanced Inspection Liner System/Coat	\$ _____
31.	5200	Advanced Shell Inspection	\$ _____
32.	500	Advanced Cleaning Coat – Wildland Gear	\$ _____
33.	200	Advanced Cleaning Coat – Wildland Gear (TRT)	\$ _____
34.	500	Advanced Cleaning Pants – Wildland Gear	\$ _____
35.	200	Advanced Cleaning Pants – Wildland Gear (TRT)	\$ _____
36.	200	MB Patch Small/Coats/Pants	\$ _____
37.	200	Coat Shell Repair Collar	\$ _____
38.	200	Coat Shell Repair Flashlight Strap w/Velcro & Snap	\$ _____
39.	200	Coat Shell Replace Hanging Hook	\$ _____
40.	200	Coat Shell Install Rescue Harness	\$ _____
41.	200	Coat Shell Replace Mic/Tool holder Hook/Drag/Loop	\$ _____
42.	200	Coat Shell Repair Shoulder Pad	\$ _____
43.	200	Coat Shell Replace Storm Flap-D-Ring	\$ _____
44.	300	Coat Shell Replace Storm Flap-Hook or Loop	\$ _____
45.	200	Coat Shell Replace Storm Flap-Zipper	\$ _____
46.	100	Coat Shell Replace Take-up Strap	\$ _____
47.	100	Coat Shell Replace Take-up Strap Buckle	\$ _____

ITEMS	EST. ANNUAL USAGE	DESCRIPTION (Complete Set-Coat & Pants/including shells and liners)	PRICE (To be entered in INFORMS)
48.	100	Coat Shell Replace Throat Closure - Entire (Hook or Loop)	\$ _____
49.	100	Coat Shell Replace Name Patch - Blank Attached w/Hook & Loop	\$ _____
50.	100	Coat Shell Replace Name Patch - Blank Sewn On	\$ _____
51.	200	Coat Shell Replace Reflective Letter on Name Patch	\$ _____
52.	200	Coat Shell Replace Reflective Letter on Shell	\$ _____
53.	200	Coat Shell Replace Pocket - Bellows (Full)	\$ _____
54.	200	Coat Shell Replace Pocket - Bellows (Semi)	\$ _____
55.	200	Coat Shell Replace Pocket - Hand Warmer	\$ _____
56.	200	Coat Shell Replace Pocket - Radio	\$ _____
57.	200	Coat Shell Replace Entire Sleeve	\$ _____
58.	200	Coat Shell Replace Cuff	\$ _____
59.	200	Coat Shell Replace Cuff w/Hook and Loop & Snap	\$ _____
60.	200	Coat Shell Replace Elbow Pad - 2 Piece w/Seam	\$ _____
61.	200	Coat Shell Replace Elbow Pad External	\$ _____
62.	200	Coat Shell Replace Elbow Pad Sewn In	\$ _____
63.	200	Coat Shell Replace Water Well Only	\$ _____
64.	200	Coat Shell Replace Water well w/Wristlet	\$ _____
65.	100	Coat Shell Replace Wristlet Only	\$ _____
66.	200	Coat Shell Reflective Trim-Remove & Replace Hardware	\$ _____
67.	200	Coat Shell Reflective Trim-Remove & Replace Pocket	\$ _____
68.	200	Coat Shell Attach Reflective Flag	\$ _____
69.	200	Coat Shell Replace Reflective Trim-one Band on Coat(Pleated Back)	\$ _____
70.	2000	Coat Shell Replace Reflective Trim-one Band on Coat(Standard)	\$ _____
71.	200	Coat Shell Replace Reflective Trim-Vertical Band	\$ _____
72.	500	Coat Shell Replace Reflective Trim-Over Pocket	\$ _____

ITEMS	EST. ANNUAL USAGE	DESCRIPTION (Complete Set-Coat & Pants/including shells and liners)	PRICE (To be entered in INFORMS)
73.	200	Coat Shell Replace Reflective Trim-Under Pocket	\$ _____
74.	100	Coat Shell Replace Reflective Trim-Over Storm Flap	\$ _____
75.	100	Coat Liner Replace Hook or Loop on Collar	\$ _____
76.	100	Coat Liner Replace Zipper	\$ _____
77.	100	Coat Liner Heat Seal Water Well in Sleeve	\$ _____
78.	100	Coat Liner Replace Hook or Loop on Cuff	\$ _____
79.	100	Coat Liner Replace Water Well Only	\$ _____
80.	100	Coat Liner Replace Water Well w/Wristlet	\$ _____
81.	200	Coat Liner Replace Wristlet Only	\$ _____
82.	200	Pant Shell Replace Fly-D-Ring	\$ _____
83.	500	Pant Shell Replace Fly Hook or Loop	\$ _____
84.	200	Pant Shell Replace Fly - Zipper Stop or Tab	\$ _____
85.	200	Pant Shell Replace Suspender Button	\$ _____
86.	100	Pant Shell Attached Boot Access Panel w/Zipper	\$ _____
87.	100	Pant Shell Replace Cuff	\$ _____
88.	100	Pant Shell Replace Knee Pad External	\$ _____
89.	100	Pant Shell Replace Knee Pad Padded	\$ _____
90.	100	Pant Shell Replace Knee Pad Sewn In	\$ _____
91.	100	Pant Shell Replace Knee Steam Channel	\$ _____
92.	100	Pant Shell Replace Knee Pad Fly - Hook	\$ _____
93.	100	Pant Shell Replace Pocket - Bellow (Semi)	\$ _____
94.	2000	Pant Shell Replace Reflective Trim - One Band on Leg	\$ _____
95.	500	Pant Shell Replace Reflective Trim - Vertical Band	\$ _____
96.	200	Pant Shell Replace Zipper	\$ _____
97.	500	Replace Misc. Hole or Tear Large (Pant or Coat each pc)	\$ _____

ITEMS	EST. ANNUAL USAGE	DESCRIPTION (Complete Set-Coat & Pants/including shells and liners)	PRICE (To be entered in INFORMS)
98.	500	Replace Misc. Hole or Tear Up to 3x3 (Pant or Coat each pc)	\$ _____
99.	500	Replace Misc. Hook or Loop up to 12 inches (Pant or Coat each pc)	\$ _____
100.	800	Replace Misc. Hole or Loop up to 2x2	\$ _____
101.	2500	Replace Small Hardware (Rivets, Snaps, Grommet) Pant	\$ _____
102.	2500	Replace Small Hardware (Rivets, Snaps, Grommet) Coat	\$ _____
103.	100	Replace Pocket Flat Only	\$ _____
104.	100	Replace Pocket - Neoprene Liner Only	\$ _____
105.	100	Replace Pocket - Reinforcement	\$ _____
106.	200	Replace Snap w/ Liner Attachment Strap in Sleeve	\$ _____
107.	100	Replace Snap w/ Liner Attachment Strap in Leg	\$ _____
108.	100	Misc. Sewing - Repair Pocket (per 15 min.)	\$ _____
109.	250	Heat seal - per 12 inches	\$ _____
110.	200	Suspender Button	\$ _____
111.	200	After Hours Emergency Services call (Per Section 2.0 paragraph 2.11) – Flat fee based on any request outside of normal business hours	\$ _____
112.	500	MB Patch Small Coat	\$ _____
113.	500	MB Patch Small Pant	\$ _____
114.	100	MB Patch Large Coat	\$ _____
115.	100	MB Patch Large Pant	\$ _____
116.	200	Small Patch MB/Coat - Warranty	\$ _____
117.	100	Small Patch MB/Pant - Warranty	\$ _____
118.	100	Large Patch MB/Coat - Warranty	\$ _____
119.	100	Large Patch MB/Pant - Warranty	\$ _____

ITEMS	EST. ANNUAL USAGE	DESCRIPTION (Complete Set-Coat & Pants/including shells and liners)	PRICE (To be entered in INFORMS)
120.	100	Medium Patch MB/Coat	\$ _____
121.	100	Medium Patch MB/Pant	\$ _____
122.	5200	Re-tape MB pin hole up to 3" per Coat Per pants.	\$ _____
123.	100	Re-tape MB seam per 12" / Coat / Pants	\$ _____
124.	3000	Tape Pin Hole In MB Up Per 3" / Coat - Warranty	\$ _____
125.	200	Tape Pin Hole In MB Up Per 3" / Coat- Viking Warranty	\$ _____
126.	200	Tape Pin Hole In MB Up Per 3" / Pants - Viking Warranty	\$ _____
127.	2000	Tape Pin Hole In MB Up Per 3" / Pants - Warranty	\$ _____
128.	5200	Re-stitch seam/trim per coat	\$ _____
129.	5200	Re-stitch seam/trim per pants	\$ _____
130.	500	Replace helmet reflective decal	\$ _____
131.	100	Reduce hips - pant - up to 4"	\$ _____
132.	100	Reduce thighs	\$ _____
133.	100	Re-stitch Seam/Trim	\$ _____
134.	100	Replace small hardware (Rivets, snaps, GR)	\$ _____
135.	100	Shorten inseam up to 2"	\$ _____
136.	100	Shorten inseam more than 2"	\$ _____
137.	100	Shorten inseam up to 2" - wildland gear – pant	\$ _____
138.	100	Shorten inseam up to 4" - wildland gear - pant	\$ _____
139.	100	Shorten sleeve up to 2"	\$ _____
140.	100	Shorten sleeve more than 2"	\$ _____
141.	100	Shorten coat up to 2"	\$ _____
142.	100	Shorten coat up to 2" - pockets moved	\$ _____

ITEMS	EST. ANNUAL USAGE	DESCRIPTION (Complete Set-Coat & Pants/including shells and liners)	PRICE (To be entered in INFORMS)
143.	100	Shorten coat length up to 4" - pockets not moved	\$ _____
144.	100	Shorten coat length up to 4" - pockets moved	\$ _____
145.	100	Decrease waist up to 2"	\$ _____
146.	100	Decrease waist at the side seam up to 4"	\$ _____
147.	100	Decrease waist at the side seam up to 4" with tabs	\$ _____
148.	100	Decrease waist at the side seam down to knee up to 4"	\$ _____
149.	100	Decrease crotch up to 2"	\$ _____
150.	100	Decrease chest up to 2"	\$ _____
151.	100	Decrease chest up to 4"	\$ _____
152.	100	Decrease sweep up to 4"	\$ _____
153.	100	Increase waist at the back seam up to 2"	\$ _____
154.	100	Increase waist at the side seam up to 4"	\$ _____
155.	100	Increase waist at the side seam up to 4" with tabs	\$ _____
156.	100	Increase hips up to 4"	\$ _____
157.	100	Increase crotch up to 2"	\$ _____
158.	100	Increase waist at the side seam up to 4" - wildland gear – pant	\$ _____
159.	100	Increase chest up to 2"	\$ _____
160.	100	Increase chest up to 4"	\$ _____
161.	100	Increase sweep up to 4"	\$ _____
162.	100	Increase chest up to 4" - wildland gear – coat	\$ _____
163.	100	Lengthen inseam up to 2"	\$ _____
164.	100	Lengthen inseam more than 2" up to 4"	\$ _____
165.	100	Lengthen inseam up to 2" - wildland gear – pant	\$ _____

ITEMS	EST. ANNUAL USAGE	DESCRIPTION (Complete Set-Coat & Pants/including shells and liners)	PRICE (To be entered in INFORMS)
166.	100	Lengthen sleeve up to 2"	\$ _____
167.	100	Lengthen sleeve up to 4"	\$ _____
168.	100	Lengthen coat & liner 1" pkt not moved	\$ _____
169.	100	Lengthen coat & liner 2"-3" pkt lowered	\$ _____
170.	100	Lengthen coat & liner 4" pkt lowered	\$ _____
171.	100	Lengthen sleeve up to 2" - wildland gear – coat	\$ _____
172.	100	Lengthen sleeve up to 4" - wildland gear – coat	\$ _____
173.	100	Taper leg - from knee to hem	\$ _____
174.	100	Taper arms - up to 2"	\$ _____
175.	100	Widen leg from knee to hem	\$ _____
176.	100	Widen leg from crotch to hem	\$ _____
177.	100	Flare coat 2"-3"	\$ _____
178.	100	Enlarge sleeve diameter	\$ _____
179.	450	Heatseal - per 12 inches	\$ _____
180.	250	Chin Strap	\$ _____
181.	250	D-Ring/Coat	\$ _____
182.	250	D-Ring/Pant	\$ _____
183.	200	Flashlight Loop (Upper or Lower)	\$ _____
184.	200	Hanging Tail-Velcro W/Snap Name Panel	\$ _____
185.	250	Install Crotch Loop/Pant	\$ _____
186.	250	Open/Close seam for repair	\$ _____
187.	250	Postman Slide/Coat	\$ _____
188.	250	Postman Slide/Pant	\$ _____
189.	250	Bed Bug Decontamination Boot	\$ _____

ITEMS	EST. ANNUAL USAGE	DESCRIPTION (Complete Set-Coat & Pants/including shells and liners)	PRICE (To be entered in INFORMS)
190.	250	Bed Bug Decontamination Coat	\$ _____
191.	250	Bed Bug Decontamination Pants	\$ _____
192.	250	Biological/Sanitization Setup Fee	\$ _____
193.	250	Bunker EMS Coat (Tar, Oil, Grease, Biological)	\$ _____
194.	250	Bunker EMS Pant (Tar, Oil, Grease)	\$ _____
195.	250	Barcode Coat	\$ _____
196.	250	Barcode Pant	\$ _____
197.	250	Clean Harness	\$ _____
198.	10	Cleaning American Flags (Large)	\$ _____
199.	10	Cleaning American Flags (Small)	\$ _____
200.	100	Custom size Letter/Number, over 3"	\$ _____

Exhibit “C”
Contractor Pricing Quotation



MIAMI-DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT
111 NW 1ST STREET
SUITE 1300
MIAMI, FLORIDA 33128-1989

May 10, 2023

Kelsey McKinley
Fire-Dex, GW LLC dba Gear Wash
3795 NW 38th Street
Miami, FL 33142

ITB No.: EVN0000251: Cleaning and Repair of Bunker Gear

Dear Ms. McKinley,

We appreciate your participation in our Invitation to Bid (ITB) No.: EVN0000251: Cleaning and Repair of Bunker Gear. Please be aware, we are considering your firm for award.

As the Terms and Conditions are already agreed upon, the price is the only area for improvement. We would like to request you offer a best and final offer.

See below original offer and complete the column for Best and Final Offer. Ensure a price is entered for each item:

ITEM	DESCRIPTION	QTY	ORIGINAL OFFER	BEST AND FINAL OFFER	UOM
1	Biohazard Decontamination Cleaning Coat	40	\$10.00	\$10.00	Each
2	Biohazard Decontamination Cleaning Pant	40	\$10.00	\$10.00	Each
3	Biohazard Decontamination Cleaning boots	40	\$0.00	\$0.00	Each
4	Biohazard Decontamination Cleaning Helmet	40	\$0.00	\$0.00	Each
5	Heavy Soil/Removal Cleaning / Coat	40	\$11.00	\$11.00	Each
6	Heavy Soil/Removal Cleaning / Pant	40	\$11.00	\$11.00	Each
7	Advanced Cleaning Hood	5200	\$6.50	\$6.50	Each
8	Advanced Inspection Hood	5200	\$0.00	\$0.00	Each
9	Advanced Cleaning Coat	5200	\$20.00	\$20.00	Each
10	Advanced Inspection Coat	5200	\$20.00	\$20.00	Each
11	Advanced Cleaning Pant	5200	\$20.00	\$20.00	Each

ITB No. EVN0000251: Cleaning and Repair of Bunker Gear

12	Advanced Inspection Pant	5200	\$20.00	\$20.00	Each
13	Advanced Cleaning Fire Gloves	5200	\$6.00	\$6.00	Each
14	Advanced Inspection Fire Gloves	5200	\$0.00	\$0.00	Each
15	Advanced Cleaning Rubber Boots	2600	\$21.50	\$21.50	Each
16	Advanced Inspection Rubber Boots	2600	\$0.00	\$0.00	Each
17	Advanced Cleaning Leather Boots	600	\$21.50	\$21.50	Each
18	Advanced Inspection Leather Boots	600	\$0.00	\$0.00	Each
19	Advanced Inspection Helmets	2700	\$0.00	\$0.00	Each
20	Advanced Cleaning Helmets	600	\$21.50	\$21.50	Each
21	Advanced Cleaning Leather Helmets	5200	\$21.50	\$21.50	Each
22	Advanced Inspection Leather Helmets	5200	\$0.00	\$0.00	Each
23	Advanced Cleaning Belt	5200	\$2.75	\$2.75	Each
24	Advanced Inspection Belt	5200	\$0.00	\$0.00	Each
25	Advanced Cleaning Suspenders	5200	\$0.00	\$0.00	Each
26	Advanced Inspection Suspenders	5200	\$0.00	\$0.00	Each
27	Advanced Inspection Outer Shell/Pant	5200	\$0.00	\$0.00	Each
28	Advanced Inspection Liner System/Pant	5200	\$0.00	\$0.00	Each
29	Advanced Inspection Outer Shell/Coat	5200	\$0.00	\$0.00	Each
30	Advanced Inspection Liner System/Coat	500	\$0.00	\$0.00	Each
31	Advanced Shell Inspection	200	\$0.00	\$0.00	Each
32	Advanced Cleaning Coat / Wildland Gear	500	\$30.00	\$30.00	Each
33	Advanced Cleaning Coat / Wildland Gear (TRT)	200	\$30.00	\$30.00	Each
34	Advanced Cleaning Pants / Wildland Gear	200	\$30.00	\$30.00	Each
35	Advanced Cleaning Pants / Wildland Gear (TRT)	200	\$30.00	\$30.00	Each
36	MB Patch Small /Coats/Pants	200	\$30.00	\$30.00	Each
37	Coat Shell Repair Collar	200	\$0.00	\$0.00	Each
38	Coat Shell Repair Flashlight Strap w/Velcro & Snap	200	\$3.00	\$3.00	Each
39	Coat Shell Replace Hanging Hook	200	\$0.00	\$0.00	Each
40	Coat Shell Install Rescue Harness	200	\$0.00	\$0.00	Each

ITB No. EVN0000251: Cleaning and Repair of Bunker Gear

41	Coat Shell Replace Mic/Tool holder Hook/Drag/Loop	200	\$13.00	\$13.00	Each
42	Coat Shell Repair Shoulder Pad	200	\$0.00	\$0.00	Each
43	Coat Shell Replace Storm Flap-D-Ring	200	\$4.00	\$4.00	Each
44	Coat Shell Replace Storm Flap-Hook or Loop	100	\$17.00	\$17.00	Each
45	Coat Shell Replace Storm Flap-Zipper	100	\$44.00	\$44.00	Each
46	Coat Shell Replace Take-up Strap	100	\$6.00	\$6.00	Each
47	Coat Shell Replace Take-up Strap Buckle	100	\$6.00	\$6.00	Each
48	Coat Shell Replace Throat Closure - Entire (Hook or Loop)	100	\$0.00	\$0.00	Each
49	Coat Shell Replace Name Patch - Blank Attached w/Hook & Loop	200	\$16.50	\$16.50	Each
50	Coat Shell Replace Name Patch - Blank Sewn On	200	\$30.50	\$30.50	Each
51	Coat Shell Replace Reflective Letter on Name Patch	200	\$8.00	\$8.00	Each
52	Coat Shell Replace Reflective Letter on Shell	200	\$8.00	\$8.00	Each
53	Coat Shell Replace Pocket - Bellows (Full)	200	\$70.00	\$70.00	Each
54	Coat Shell Replace Pocket - Bellows (Semi)	200	\$0.00	\$0.00	Each
55	Coat Shell Replace Pocket - Hand Warmer	200	\$0.00	\$0.00	Each
56	Coat Shell Replace Pocket - Radio	200	\$50.00	\$50.00	Each
57	Coat Shell Replace Entire Sleeve	200	\$0.00	\$0.00	Each
58	Coat Shell Replace Cuff	200	\$29.00	\$29.00	Each
59	Coat Shell Replace Cuff w/Hook and Loop & Snap	200	\$0.00	\$0.00	Each
60	Coat Shell Replace Elbow Pad - 2 Piece w/Seam	200	\$0.00	\$0.00	Each
61	Coat Shell Replace Elbow Pad External	200	\$0.00	\$0.00	Each
62	Coat Shell Replace Elbow Pad Sewn In	200	\$0.00	\$0.00	Each
63	Coat Shell Replace Water Well Only	100	\$0.00	\$0.00	Each
64	Coat Shell Replace Water well w/Wristlet	200	\$0.00	\$0.00	Each
65	Coat Shell Replace Wristlet Only	200	\$26.00	\$26.00	Each
66	Coat Shell Refl. Trim-Remove & Replace Hardware	200	\$0.00	\$0.00	Each
67	Coat Shell Refl. Trim-Remove & Replace Pocket	200	\$0.00	\$0.00	Each
68	Coat Shell Attach Reflective Flag	2000	\$0.00	\$0.00	Each
69	Coat Shell Replace Refl. Trim-one Band on Coat (Pleated Back)	200	\$5.50	\$5.50	Each

ITB No. EVN0000251: Cleaning and Repair of Bunker Gear

70	Coat Shell Replace Refl. Trim-one Band on Coat (Standard)	500	\$53.00	\$53.00	Each
71	Coat Shell Replace Refl. Trim-Vertical Band	200	\$34.00	\$34.00	Each
72	Coat Shell Replace Refl. Trim-Over Pocket	100	\$28.00	\$28.00	Each
73	Coat Shell Replace Refl. Trim-Under Pocket	100	\$18.00	\$18.00	Each
74	Coat Shell Replace Refl. Trim-Over Storm Flap	100	\$12.00	\$12.00	Each
75	Coat Liner Replace Hook or Loop on Collar	100	\$15.50	\$15.50	Each
76	Coat Liner Replace Zipper	100	\$38.00	\$38.00	Each
77	Coat Liner Heat Seal Water Well in Sleeve	100	\$0.00	\$0.00	Each
78	Coat Liner Replace Hook or Loop on Cuff	100	\$14.00	\$14.00	Each
79	Coat Liner Replace Water Well Only	200	\$40.00	\$40.00	Each
80	Coat Liner Replace Water Well w/Wristlet	200	\$0.00	\$0.00	Each
81	Coat Liner Replace Wristlet Only	500	\$26.00	\$26.00	Each
82	Pant Shell Replace Fly-D-Ring	200	\$4.00	\$4.00	Each
83	Pant Shell Replace Fly Hook or Loop	200	\$15.00	\$15.00	Each
84	Pant Shell Replace Fly - Zipper Stop or Tab	100	\$3.00	\$3.00	Each
85	Pant Shell Replace Suspender Button	100	\$3.00	\$3.00	Each
86	Pant Shell Attached Boot Access Panel w/Zipper	100	\$0.00	\$0.00	Each
87	Pant Shell Replace Cuff	100	\$23.00	\$23.00	Each
88	Pant Shell Replace Knee Pad External	100	\$30.00	\$30.00	Each
89	Pant Shell Replace Knee Pad Padded	100	\$25.00	\$25.00	Each
90	Pant Shell Replace Knee Pad Sewn In	100	\$55.00	\$55.00	Each
91	Pant Shell Replace Knee Steam Channel	100	\$0.00	\$0.00	Each
92	Pant Shell Replace Knee Pad Fly - Hook	2000	\$0.00	\$0.00	Each
93	Pant Shell Replace Pocket - Bellow (Semi)	500	\$0.00	\$0.00	Each
94	Pant Shell Replace Reflective Trim - One Band on Leg	200	\$35.00	\$35.00	Each
95	Pant Shell Replace Reflective Trim - Vertical Band	500	\$33.00	\$33.00	Each
96	Pant Shell Replace Zipper	500	\$29.00	\$29.00	Each
97	Replace Misc. Hole or Tear Large (Pant or Coat each pc)	500	\$19.00	\$19.00	Each
98	Replace Misc. Hole or Tear Up to 3x3 (Pant or Coat each pc)	800	\$19.00	\$19.00	Each

ITB No. EVN0000251: Cleaning and Repair of Bunker Gear

99	Replace Misc. Hook or Loop up to 12 inches (Pant or Coat each pc)	2500	\$13.00	\$13.00	Each
100	Replace Misc. Hole or Loop up to 2x2	2500	\$6.50	\$6.50	Each
101	Replace Small Hardware (Rivets, Snaps, Grommet) Pant	100	\$0.00	\$0.00	Each
102	Replace Small Hardware (Rivets, Snaps, Grommet) Coat	100	\$0.00	\$0.00	Each
103	Replace Pocket Flat Only	100	\$0.00	\$0.00	Each
104	Replace Pocket - Neoprene Liner Only	200	\$0.00	\$0.00	Each
105	Replace Pocket - Reinforcement	100	\$35.00	\$35.00	Each
106	Replace Snap w/ Liner Attachment Strap in Sleeve	100	\$9.00	\$9.00	Each
107	Replace Snap w/ Liner Attachment Strap in Leg	250	\$9.00	\$9.00	Each
108	Misc. Sewing - Repair Pocket (per 15 min.)	200	\$20.00	\$20.00	Each
109	Heat seal - per 12 inches	200	\$15.00	\$15.00	Each
110	Suspender Button	500	\$5.50	\$5.50	Each
111	After Hours Emergency Services call (Per Section 2.0 paragraph 2.11) / Flat fee based on any request outside of normal business hours	500	\$500.00	\$500.00	Each
112	MB Patch Small Coat	100	\$0.00	\$0.00	Each
113	MB Patch Small Pant	100	\$0.00	\$0.00	Each
114	MB Patch Large Coat	200	\$45.00	\$45.00	Each
115	MB Patch Large Pant	100	\$45.00	\$45.00	Each
116	Small Patch MB/Coat - Warranty	100	\$0.00	\$0.00	Each
117	Small Patch MB/Pant - Warranty	100	\$0.00	\$0.00	Each
118	Large Patch MB/Coat - Warranty	100	\$0.00	\$0.00	Each
119	Large Patch MB/Pant - Warranty	100	\$0.00	\$0.00	Each
120	Medium Patch MB/Coat	5200	\$35.00	\$35.00	Each
121	Medium Patch MB/Pant	100	\$35.00	\$35.00	Each
122	Re-tape MB pin hole up to 3in. per Coat Per pants.	3000	\$9.00	\$9.00	Each
123	Re-tape MB seam per 12in. / Coat / Pants	200	\$23.00	\$23.00	Each
124	Tape Pin Hole In MB Up Per 3in. / Coat - Warranty	200	\$0.00	\$0.00	Each
125	Tape Pin Hole In MB Up Per 3in. / Coat- Viking Warranty	2000	\$0.00	\$0.00	Each
126	Tape Pin Hole In MB Up Per 3in. / Pants - Viking Warranty	5200	\$0.00	\$0.00	Each

127	Tape Pin Hole In MB Up Per 3in. / Pants - Warranty	5200	\$0.00	\$0.00	Each
128	Re-stitch seam/trim per coat	500	\$0.00	\$0.00	Each
129	Re-stitch seam/trim per pants	100	\$0.00	\$0.00	Each
130	Replace helmet reflective decal	100	\$5.00	\$5.00	Each
131	Reduce hips - pant - up to 4in.	100	\$0.00	\$0.00	Each
132	Reduce thighs	100	\$0.00	\$0.00	Each
133	Re-stitch Seam/Trim	100	\$5.50	\$5.50	Each
134	Replace small hardware (Rivets, snaps, GR)	100	\$5.50	\$5.50	Each
135	Shorten inseam up to 2in.	100	\$178.50	\$178.50	Each
136	Shorten inseam more than 2in.	100	\$178.50	\$178.50	Each
137	Shorten inseam up to 2in. - wildland gear / pant	100	\$89.25	\$89.25	Each
138	Shorten inseam up to 4in. - wildland gear - pant	100	\$89.25	\$89.25	Each
139	Shorten sleeve up to 2in.	100	\$182.00	\$182.00	Each
140	Shorten sleeve more than 2in.	100	\$182.00	\$182.00	Each
141	Shorten coat up to 2in.	100	\$350.00	\$350.00	Each
142	Shorten coat up to 2in. - pockets moved	100	\$350.00	\$350.00	Each
143	Shorten coat length up to 4in. - pockets not moved	100	\$350.00	\$350.00	Each
144	Shorten coat length up to 4in. - pockets moved	100	\$350.00	\$350.00	Each
145	Decrease waist up to 2in.	100	\$215.00	\$215.00	Each
146	Decrease waist at the side seam up to 4in.	100	\$215.00	\$215.00	Each
147	Decrease waist at the side seam up to 4in. with tabs	100	\$238.00	\$238.00	Each
148	Decrease waist at the side seam down to knee up to 4in.	100	\$238.00	\$238.00	Each
149	Decrease crotch up to 2in.	100	\$480.00	\$480.00	Each
150	Decrease chest up to 2in.	100	\$140.00	\$140.00	Each
151	Decrease chest up to 4in.	100	\$140.00	\$140.00	Each
152	Decrease sweep up to 4in.	100	\$0.00	\$0.00	Each
153	Increase waist at the back seam up to 2in.	100	\$200.00	\$200.00	Each
154	Increase waist at the side seam up to 4in.	100	\$200.00	\$200.00	Each
155	Increase waist at the side seam up to 4in. with tabs	100	\$218.00	\$218.00	Each

ITB No. EVN0000251: Cleaning and Repair of Bunker Gear

156	Increase hips up to 4in.	100	\$200.00	\$200.00	Each
157	Increase crotch up to 2in.	100	\$460.00	\$460.00	Each
158	Increase waist at the side seam up to 4in. - wildland gear / pant	100	\$100.00	\$100.00	Each
159	Increase chest up to 2in.	100	\$350.00	\$350.00	Each
160	Increase chest up to 4in.	100	\$355.00	\$355.00	Each
161	Increase sweep up to 4in.	100	\$0.00	\$0.00	Each
162	Increase chest up to 4in. - wildland gear / coat	100	\$177.50	\$177.50	Each
163	Lengthen inseam up to 2in.	100	\$240.00	\$240.00	Each
164	Lengthen inseam more than 2in. up to 4in.	100	\$260.00	\$260.00	Each
165	Lengthen inseam up to 2in. - wildland gear / pant	100	\$120.00	\$120.00	Each
166	Lengthen sleeve up to 2in.	100	\$230.00	\$230.00	Each
167	Lengthen sleeve up to 4in.	100	\$250.00	\$250.00	Each
168	Lengthen coat & liner 1in. pkt not moved	100	\$350.00	\$350.00	Each
169	Lengthen coat & liner 2in.-3in. pkt lowered	100	\$378.00	\$378.00	Each
170	Lengthen coat & liner 4in. pkt lowered	100	\$425.00	\$425.00	Each
171	Lengthen sleeve up to 2in. - wildland gear / coat	100	\$115.00	\$115.00	Each
172	Lengthen sleeve up to 4in. - wildland gear / coat	100	\$125.00	\$125.00	Each
173	Taper leg - from knee to hem	100	\$0.00	\$0.00	Each
174	Taper arms - up to 2in.	100	\$0.00	\$0.00	Each
175	Widen leg from knee to hem	100	\$0.00	\$0.00	Each
176	Widen leg from crotch to hem	100	\$0.00	\$0.00	Each
177	Flare coat 2in.-3in.	450	\$250.00	\$250.00	Each
178	Enlarge sleeve diameter	250	\$0.00	\$0.00	Each
179	Heatseal - per 12 inches	250	\$0.00	\$0.00	Each
180	Chin Strap	250	\$11.00	\$11.00	Each
181	D-Ring/Coat	200	\$0.00	\$0.00	Each
182	D-Ring/Pant	200	\$0.00	\$0.00	Each
183	Flashlight Loop (Upper or Lower)	250	\$5.50	\$5.50	Each
184	Hanging Tail-Velcro W/Snap Name Panel	250	\$20.00	\$20.00	Each

ITB No. EVN0000251: Cleaning and Repair of Bunker Gear

185	Install Crotch Loop/Pant	250	\$11.00	\$11.00	Each
186	Open/Close seam for repair	250	\$10.00	\$10.00	Each
187	Postman Slide /Coat	250	\$11.00	\$11.00	Each
188	Postman Slide /Pant	250	\$11.00	\$11.00	Each
189	Bed Bug Decontamination Boot	250	\$38.00	\$38.00	Each
190	Bed Bug Decontamination Coat	250	\$38.00	\$38.00	Each
191	Bed Bug Decontamination Pants	250	\$38.00	\$38.00	Each
192	Biological/Sanitization Setup Fee	250	\$40.00	\$40.00	Each
193	Bunker EMS Coat (Tar, Oil, Grease, Biological)	250	\$38.00	\$38.00	Each
194	Bunker EMS Pant (Tar, Oil, Grease)	250	\$38.00	\$38.00	Each
195	Barcode Coat	250	\$5.00	\$5.00	Each
196	Barcode Pant	10	\$5.00	\$5.00	Each
197	Clean Harness	10	\$7.00	\$7.00	Each
198	Cleaning American Flags (Large)	100	\$20.00	\$20.00	Each
199	Cleaning American Flags (Small)	100	\$10.00	\$10.00	Each
200	Custom size Letter/Number, over 3in.	100	\$15.00	\$15.00	Each

Please respond by Thursday, May 11, 2023, or sooner.

Sincerely,

Shantrell Page

Shantrell Page, PCO
Procurement Contracting Officer
Miami-Dade County

Kelsey McKinley

Vendor Print Name

Kelsey McKinley

5/10/23

Vendor Signature

Date

Contract Administrator

Title

Exhibit “D”
Insurance Requirements

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$2,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Contractor shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Contractor or anyone employed or utilized by the Contractor/Vendor/Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | <u>\$ 1,000,000</u> Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Firm/Vendor/Proposer shall ensure that all subs, if applicable, comply with the same insurance requirements that he is required to meet. The same Firm/Vendor/Proposer shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

**INSURANCE REQUIREMENTS
(Continued)**

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

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

City of Mount Dora
Mount Dora, Florida

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state "Agreement dated (insert date) between Fire-Dex GW, LLC dba Gear Wash and the City of Mount Dora".

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Fire-Dex GW, LLC dba Gear Wash

Company

Taylor Burke Gilman
Authorized Signature

Taylor Burke Gilman, President

Printed Name & Title

taylorburkegilman@gearwash.com

Email

780 S. Progress Drive

Address

Medina, OH 44256

City, State, Zip Code

(330) 723-0000

Telephone No.

(330) 723-0035

Fax No.

USI Insurance Services, LLC

Insurance Agency

Edward J O'Malley

Signature of Proposer's Agent

Exhibit “E”
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), *Florida Statutes*, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Fire-Dex GW, LLC dba Gear Wash, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: Fire-Dex GW, LLC dba Gear Wash

Authorized Signature: Taylor Burk

Date: 1-27-25

Print Name: Taylor Burk e Gilman

Title: President

STATE OF Florida
COUNTY OF pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of January, 20 25, by Taylor Gilman, as President on behalf of the company/corporation. They ☐ are personally known to me or ☒ have produced FD as identification.

(Affix Notary Stamp or Seal)



Summer Cornell
Notary Public Signature

Print, Type or Stamp Name of Notary: Summer Cornell
My commission expires: 03/09/2028



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

DATE: February 18, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Settlement Agreement with James B. Meade

Introduction:

This is a request for City Council to approve a Settlement Agreement with James B. Meade stemming from the lawsuit filed in the Fifth Judicial Circuit Court, in and for Lake County, Florida, under case number 35-2022-CA-002142, *James B. Meade v. City of Mount Dora*.

Discussion:

On November 28, 2022, James B. Meade filed a lawsuit against the City stemming from the termination of his employment with the City. The parties attended mediation and the City's insurance carrier has encouraged the settlement under the terms and conditions of the Settlement Agreement.

Budget Impact:

Public Officials Liability defense claims are covered under the City's insurance provider. There are no City budget impacts with the actions related to the Settlement Agreement.

Strategic Impact:

Settlement will prevent the case from being tried in Court which could substantially increase the City's exposure.

Recommendation:

Staff recommends City Council approve the Settlement Agreement.

Attachment(s):

1. _PDF.2025-01-28 Signed Release and Settlement Agreement (2)

Prepared by: Vince Sandersfeld, City Manager

Reviewed by: Alan Cline, Director of Human Resources
 City Attorney, City Attorney
 Jeanann Hand, City Clerk
 Vince Sandersfeld, City Manager

Approved - 1/30/2025
Approved - 2/11/2025
Approved - 2/11/2025
Final Approval - 2/11/2025

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered into between James Brett Meade, (“Meade”) and City of Mount Dora, (the “City”), collectively referred to as the “**Parties**” and each individually as a “**Party**”) and each and all of the Parties’ affiliates, agents, employees, partners, predecessors, successors, assignees, heirs, and along with anyone claiming by or through them.

RECITALS

WHEREAS, Meade was employed by the City July 2020 through June 1, 2022 as Chief of Police;

WHEREAS, on or about November 28, 2022, Meade filed a Complaint in the 5th Judicial Circuit in and for Lake County, Case No. 35-2022-CA-002142-AXXX-XX (the “Claim”); and

WHEREAS, the City denies Meade’s Claim and maintains that Meade is not entitled to any recovery, but has settled Meade’s Claim to resolve the controversy between them amicably and expeditiously and avoid the costs relating to litigation of the Claim.

AGREEMENT

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by entering into this Agreement, it is hereby

STIPULATED AND AGREED by and between the Parties that Meade’s claim is resolved as follows:

1. Recitals. The Parties represent that the foregoing recitals are true and accurate and are incorporated herein by reference.

2. Terms of Settlement.

- a. In consideration for signing this Agreement, and complying with its terms, the City agrees to pay the total gross sum of Two Hundred And Ninety-Nine Thousand Dollars And Zero Cents (\$299,000.00) to settle and any claims between the Parties (“Settlement Sum”) in full and final settlement and resolution of any and all claims which Meade had, has, or may have against the City arising out of or in any way connected with his relationship with the City as of the date of the execution of this Agreement, including but not limited to Meade’s Claim and/or all claims asserted in or that could have been asserted in the Claim. Each Party shall bear his or its own fees and costs, except as provided for herein.

DS


Meade

City

b. The Settlement Sum shall be made payable as follows:

- i. Payment in the gross amount of \$150,000 less regular payroll withholdings, made payable to James Brett Meade and which represents back wages for which a W-2 shall be provided at the proper time ("Payment 1"); and
- ii. Payment of \$149,000 made payable to "NeJame Law, P.A. Trust Account for the benefit of James Brett Meade", which represents all other relief, attorneys' fees and costs, for which a 1099 shall be provided at the proper time ("Payment 2").

3. **Closing of Settlement.** The closing of this settlement shall occur as follows:

- a. Payment 1 of the Settlement Sum shall be delivered to NeJame Law within thirty (30) calendar days of the Effective Date of this Agreement as set forth in Section 15 herein.
- b. Payment 2 of the Settlement Sum shall be delivered to NeJame Law within ten (10) calendar days of the Effective Date of this Agreement as set forth in Section 15 herein.
- c. Simultaneous with the execution of this Release Agreement, the Parties shall execute and deliver to the City's counsel a Joint Stipulation of Voluntary Dismissal with Prejudice, whereby Plaintiff voluntarily dismisses its claims against City, with prejudice, in the form attached hereto as **Exhibit "A"** (the "Stipulation of Voluntary Dismissal with Prejudice").
- d. Within three (3) business days of the clearance of the Settlement Sum, Plaintiff's Counsel shall inform counsel for the City that the Settlement Sum has cleared. Thereafter, the City shall be authorized to file the Joint Stipulation of Voluntary Dismissal with Prejudice described in Paragraph 3(b) with the Court.
- e. The Settlement shall be considered closed upon the clearance of the Settlement Sums and the filing of the Stipulation of Voluntary Dismissal with Prejudice.

 DS

Meade

City

4. **Tax Responsibility.** Meade agrees that he will be exclusively responsible for the payment of any taxes owed on any amounts paid to him under the terms of paragraphs 1(b) and 1(c) of this Agreement. The City makes no representation as to the taxability of the amounts paid to Meade or his counsel. Meade agrees to pay his portion of federal, state, or local taxes, if any, which are required to be paid with respect to this Agreement. Moreover, Meade agrees to indemnify the City and hold it harmless from any interest, taxes, or penalties assessed against it by any governmental agency as the result of the non-payment of taxes on any amounts paid to him or his counsel under paragraphs 2(a) and 2(b) of this Agreement.

5. **No Consideration Absent Execution of this Agreement.** Meade understands and agrees that Meade would not receive the monies and/or benefits specified in paragraph “2” above, except for Meade’s execution of this Agreement and the fulfillment of the promises contained herein.

6. **General Release of All Claims.** Meade knowingly and voluntarily releases and forever discharges the City(and its respective staff, elected and appointed officials, councilpersons, employees, directors, board members, agents, attorneys, assigns, contractors, architects, engineers and representatives), the City’s principals, representatives and all currently related organizations or entities, and The City’s insurer, PGCS Claims Services (and its respective staff, elected and appointed officials, councilpersons, employees, directors, board members, agents, attorneys, assigns, contractors, architects, engineers and representatives) and/or any entities corporately affiliated therewith under the respective insurance policy, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries (collectively referred to throughout the remainder of this Agreement as “Releasees”), of and from any and all claims, known and unknown, asserted or unasserted, which Meade has or may have against Releasees as of the date of execution of this Agreement, arising out of or relating to all claims which were or could have been asserted in that certain case styled *James Meade v. City of Mount Dora*, Case No. 35-2022-CA-002142-AXXX-XX, 5th Judicial Circuit in and for Lake County, Florida, including, but not limited to:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below);
- The Fair Labor Standards Act (“FLSA”);
- The Consolidated Omnibus Budget Reconciliation Act (“COBRA”);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Older Workers Benefits Protection Act of 1990 (“OWBPA”)
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;

DS


Meade

City

- The Pennsylvania Human Relations Act;
- The Florida Civil Rights Act;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law;
- any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters; or
- any claims he does not know or suspect to exist at the time of the effective date of this Agreement, regardless of whether the knowledge of such claims or the facts upon which they might be based would materially have affected the settlement of this matter.

7. **Acknowledgments and Affirmations.** Meade affirms that he has not filed, caused to be filed, or presently is a party to any claim against the City except for the Claim. Meade further affirms that he has no known workplace injuries or occupational diseases.

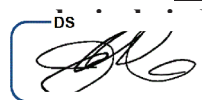
Meade affirms that he has returned all of the City's property, documents, and/or any confidential information in his possession or control. Meade also affirms that he is in possession of all of his property that he had at the City's premises and that the City is not in possession of any of Meade's property. Meade also affirms that he has not divulged any proprietary or confidential information of the City and will continue to maintain the confidentiality of such information consistent with the City's policies and Meade's agreement(s) with the City and/or common law.

Meade affirms that he has been paid all wages for all work performed for the City and that he is not owed any unpaid wages or compensation of any kind, other than as provided in this Agreement.

Meade affirms that he shall not apply in the future for employment or independent contractor status with Releasees because of, among other things, irreconcilable differences with Releasees. Meade agrees that rejection of any future application for employment shall not constitute grounds for any claim, action, or suit whatsoever and that such rejection is instead based on legitimate, non-discriminatory, non-retaliatory reasons.

8. **Non-Defamation and Neutral Reference.** Meade further agrees that he will not engage in any activity that is intended to defame or has the result of defaming the Released Parties orally or in writing. The City agrees to direct its Administration not to engage in any activity that is intended to defame or has the result of defaming Meade orally or in writing. City agrees that should any prospective employer of Meade contact City seeking a reference, City provide a neutral reference consisting solely of dates of employment and position(s) held.

9. **Governing Law and Interpretation.** This Agreement shall be governed and conformed in accordance with the laws of the state of Florida without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. **The parties agree that any such dispute shall be heard by a judge, not a jury,**

 **Wake County, Florida.** Should any provision of this Agreement be declared illegal

Meade

City

excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

10. No Admission of Liability. The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind. The Parties understand that all claims relating to the circumstances at issue in this claim are being settled as a business decision only, that Payment specified herein is being made as a complete compromise of matters involving disputed issues of law and fact, and that each Party hereby assumes the risk that the facts or law may be otherwise than each Party believes. Neither this Release Agreement nor any of its terms shall be offered or received in evidence in any other action or proceeding, except as may be necessary in any proceeding to enforce the terms hereof.

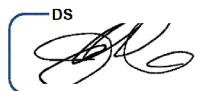
11. Amendment. This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

12. Counsel. Each party to this Agreement represents and warrants that each has read it, has received the benefit and advice of counsel, and that they understand the language used, and that each fully understands and appreciates the words and terms used herein, and their legal effect, and that each enters into this Agreement freely, voluntarily, and knowingly, and has suffered no duress or coercion in doing so.

13. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties. Meade acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with his decision to accept this Agreement, except for those set forth in this Agreement.

14. Time to Consider and Revoke. Meade acknowledges and agrees that he was provided with a reasonable period of at least twenty-one (21) days within which to consider this release agreement. Meade understands that he can revoke this release agreement within seven (7) calendar days after he signs it. The seven-day revocation period is counted by calendar days. If the seventh day falls on a Saturday, Sunday or legal holiday, the seventh day will be the next business day. Any revocation within this period must be in writing and must be received by Sam Zeskind, Esq. by 5:00 p.m. on the seventh (7th) day following Meades' execution of the release agreement. Plaintiff understands and agrees that, in the event that he revokes this Agreement, this Agreement will become null and void, and the City will owe nothing pursuant to this Agreement.

15. Effective Date. This Agreement will become effective upon the later of (1) the expiration of the seven (7) day revocation period following Meade's execution of the Agreement as detailed in Section 14 above; and (2) the date on which the City Council approves the Agreement.

^{DS}


Meade

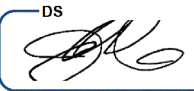
City

16. **Council Approval.** The City Attorney will recommend that the City Council approve the Agreement. The Parties agree and understand that this Agreement is contingent upon approval by the City Council during a regularly scheduled public meeting. In the event that such approval is not obtained, this Agreement shall be null and void.

MEADE IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND MEADE HAS DONE SO.

MEADE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS MEADE HAS OR MIGHT HAVE AGAINST RELEASEES.

<u>JAMES BRETT MEADE</u>	<u>CITY OF MOUNT DORA</u>
Signed:  DFDEF7A7672A498...	By: _____,
Date: 1/28/2025 8:29 AM PST	Print: _____
	Title: _____
	Date: _____


Meade

City



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

DATE: February 18, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization with Faden Builders, Inc. for the First United Methodist Church Parking Lot Retaining Wall

Introduction:

This is a request for Council to approve a task authorization with Faden Builders for the FUMC parking lot retaining wall.

Discussion:

Per the shared parking agreement with the First United Methodist Church of Mount Dora, the City and the CRA are responsible for maintaining the retaining walls on the parking lot located at 428 East 5th Avenue, Mount Dora, Florida 32757. This task authorization will allow Faden Builders to remove and replace the retaining wall on the west end of the parking lot. This retaining wall has reached the end of its useful life and requires replacement.

Budget Impact:

\$134,436.50 from the CRA repair and maintenance budget, which currently has \$194,165.73 available.

Strategic Impact:

Economic Development. Objective 2.4, Sustain City Infrastructure

Recommendation:

City Council to approve the Task Authorization with Faden Builders, Inc.

Attachment(s):

1. TA.Faden FUMC Wall 02042025

Prepared by: Adam Sumner, CRA Administrator

Reviewed by:	Matthew Dodson, Budget Officer	Approved - 2/10/2025
	City Attorney, City Attorney	Approved - 2/12/2025
	Jeanann Hand, City Clerk	Approved - 2/12/2025
	Vince Sandersfeld, City Manager	Final Approval - 2/12/2025

CONTINUING PROFESSIONAL SERVICES CONTRACT TASK AUTHORIZATION

Subject to the provisions contained in the Continuing Contract for Professional Services (the "Continuing Contract") between the **MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY** (the "AUTHORITY") and Faden Builders, Inc, (the "FIRM"), dated April 7, 2020, which was competitively procured through RFQ #19-GS-018 and in accordance with §287.055, *Florida Statutes*, **THIS TASK AUTHORIZATION**, made effective on this 18th day of February, 2025, authorizes the FIRM to provide professional services as set forth below:

Project Name: MD CMAR UMC Parking Lot Retaining Wall
Project Number: 24-633 CRA
Contract Number: 24-633 CRA
Firm Contact: Todd Faden
Authority Contact: Adam Sumner

1. **Scope of Services/Deliverables.** The FIRM shall provide to the AUTHORITY those professional services as described in the Scope of Work (the "Services"), attached hereto as **Exhibit "1"**, and incorporated herein by this reference.
2. **Contract Time.** The FIRM shall commence the Services within 30 days of the execution of this Task Authorization. The FIRM shall complete all work under this Task Authorization within 30 calendar days from the commencement date, unless otherwise extended by a written amendment approved by the CITY. Time is of the essence for this Project.
3. **Compensation.** The total payment for this Task Authorization shall not exceed [\$135,436.50]. Payments to the FIRM for the Services shall be made on a time-and-materials basis. Monthly payments will be issued for each completed subtask, calculated based on the actual time spent by the FIRM and in accordance with the Fee Schedule set forth in **Exhibit "2"**, attached hereto and incorporated herein by this reference.
4. **Invoices.** The FIRM shall submit invoices to: Mount Dora CRA, Attn: Accounts Payable, 510 N. Baker St., Mount Dora, FL 32757.
5. **Project Personnel.** The FIRM shall identify in writing all Key Employees and subconsultants who will be assigned to this Project. The FIRM shall ensure that all assigned personnel possess the necessary qualifications and experience to successfully complete the Project. The FIRM shall notify the AUTHORITY of any changes to the Key Employees or subconsultants assigned to the Project, including any terminations or replacements.
6. **Incorporation of Continuing Contract.** This Task Authorization is issued pursuant to and is governed by the terms and conditions of the Continuing Contract. All provisions of the Continuing Contract are hereby incorporated by reference and shall apply to the performance of the Services under this Task Authorization unless otherwise specified herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Task Authorization, effective the date first written above.

AUTHORITY

James L. Homich, Chairman

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins, City Attorney

FIRM



Print: TODD FADEN

Company: FADEN BUILDERS INC

Title: PRESIDENT

Date: 1-30-25

Exhibit 1
Scope of Services



01/15/2025

Faden Proposal No. 24-633

Adam Sumner
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: MD CMAR UMC Parking Lot Retaining Wall

Scope Summary: Demolish and replace the existing retaining wall per the engineered plans prepared by CPH dated 9-25-24.

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. Site Prep / Demolition
 - a. Excavate and remove existing asphalt, retaining wall and one Rain Tree
 - b. Survey and layout
3. New Construction
 - a. Approx 205 LF of new CMU retaining wall on concrete cantilever footing
 - b. New base and asphalt parking lot where removed
 - c. Repaint affected park stripping and reinstall existing wheel stops
 - d. 175 LF of new 48"H metal railing

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Geotechnical testing/reports are excluded.
4. Dewatering is excluded.
5. Any and all landscaping, irrigation and sod are excluded.
6. Painting and staining are excluded.
7. Civil engineering is excluded.
8. Relocation of AC compressor on the adjacent property is excluded and will be done by others.
9. The replacement tree to be coordinated and installed by the City of Mount Dora.



Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 9,973.75
2. Site / Demolition	\$ 44,161.00
3. Concrete	\$ 22,375.00
4. Masonry	\$ 18,360.00
5. Metal	\$ 8,500.00
6. Finishes	\$ 2,724.82
Subtotal	\$ 106,094.57
General Liability Insurance	\$ 1,379.23
Contingency (10%)	\$ 10,609.46
Contractor's Fee	\$ 14,853.24
Permit Fee	\$ 2,500.00
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 135,436.50

The prices included in this proposal are valid for 30 days.

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the Purchase Order.

Proposed duration schedule:

- 2-4 weeks for material procurement, submittals and permitting
- 5 workdays for mobilization and demolition
- 15 workdays for grading, layout and concrete
- 2 workdays for demobilization

Project Management Information System (PMIS) will not be required for this project.

Exhibit 2 Compensation



Exhibit D: Construction Team

Owner's Representative: Chet Cramer (City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Philip Rapalje
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Andre Harris
Administrative Assistant: Nicole Rakes

Exhibit F: Sub-Contractors

Seminole Asphalt

Please feel free to contact me with any questions. We look forward to working with you.

Best regards,

A handwritten signature in blue ink that reads "PHILIP RAPALJE".

Philip Rapalje
Faden Builders, Inc.



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

DATE: February 18, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Meeting Minutes: January 13, 2025 Parking Workshop
Draft Minutes Revision

Introduction:

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

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to approve Meeting Minutes.

Attachment(s):

1. 01.13.2025 City Council Workshop Minutes_DRAFT 2

Prepared by: Jeanann Hand, City Clerk

Reviewed by:



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL WORKSHOP ON
PARKING MINUTES REVISION 1
January 13, 2025, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757**

CALL TO ORDER

Have been duly advertised as required by law, at 6:00 p.m., Mayor Homich called to order the City Council Parking Workshop in the City Hall council chamber.

ROLL CALL

Members Present

James L. Homich, Mayor
John Cataldo, Vice-mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Jeanann Hand, City Clerk
Adam Sumner, Deputy Planning Director
Misty Sommer, Economic Development Director

FREEBEE UPDATE

A representative (John Janusz, VP of Economic Development) from FreeBee reported on the first quarter of FreeBee's operation as the city's parking shuttle service. He described the ways the city is benefitting from this service and reviewed elements of the app. He spoke about expansion of services and ways the city could subsidize augmented service, including ad sponsorship and grant opportunities.

Council spoke with Mr. Janusz about usage numbers, grant assistance, expansion plans, route selection and reliability, repeat users, and CRA restrictions.

HISTORICAL PARKING REVIEW

Mr. Sumner reviewed actions the city has taken to improve upon parking difficulties in the city. He spoke to Council about the current parking inventory.

PARKING IMPROVEMENTS IMPLEMENTED

Council discussed directing staff to research options and draft the tools necessary to move forward with improvements, including options related to the Methodist Church parking lot.

POTENTIAL PARKING IMPROVEMENTS

Mayor Homich reported he had spoken with Mr. Larry Baker of Main Street Leasing about his willingness to enter into a relationship with the city to provide parking.

At the request of the mayor, Mr. Sandersfeld spoke of possible revisions to the Land Development Code (LDC) that could help with the city's acquisition of additional parking opportunities. The other Main Street Leasing parking lot was discussed.

Mayor Homich opened public comment.

Alan Hays, Mount Dora, who drives for Mount Dora Transit, spoke about the number of golf carts in the city.

John Prentiss, 631 High Point Drive, who drives for Mount Dora Transit, spoke about parallel parking on Donnelly Street, delivery drivers, and limestone.

Mayor Homich closed public comment.

Mr. Sumner shared with Council the drawbacks of implementing the underground sensor method of paid parking, which include tripping hazards, order requirements, and longevity.

Council discussed paid parking. Mayor Homich stated he was looking for a consensus on location and payment parameters.

Councilmembers spoke about the Park Mobile app. They discussed the leasing of parking sensors and the benefits the data sensors might provide. They discussed

Councilmembers agreed to look at paid parking as part of the downtown solution.

Mayor Homich opened public comment.

Steve Williams, Mount Dora, spoke about parking habits of downtown employees.

Barbara Lang, Mount Dora business owner, spoke about parking enforcement.

Juliette Davis, Yada Yada Pottery, spoke about parking experiences relayed to her by her students.

Amy Becker, Becker's Best Shoes, spoke about employee parking.

Phil Rosenthal, First Avenue and Grandview, provided his opinion on paid parking and parking apps.

Eric McDonald, 1826 Overlook Drive, spoke about individual parking and transportation choices, and the parking impact of these choices.

Henry Ollendick, owner of downtown retail venue Papilio, spoke about his understanding of the city's parking challenges, and shared suggestions.

Melissa DeMarco, 2121 Suzanne Drive, spoke about timed parking.

Mayor Homich closed public comment.

Council discussed converting Baker and Alexander Streets, or other areas in the city, to one-way streets for diagonal parking. Staff mentioned safety concerns and emergency vehicle access.

Council discussed transition periods if streets are converted to one-way. They discussed striping and signage, and other possible costs or savings.

Council discussed the City's progress on the topic of parking, other areas in the city available for parking, and shuttle usage. They considered expanding the area serviced by the current shuttle program. They discussed the administration costs of parking enforcement, whether enforcement occurred through a parking app or through monitoring by City staff.

Council further discussed paid parking. They discussed adjusting the hours currently posted for restricted parking, possibly reducing the time limit.

Council discussed sidewalk safety for those using available parking lots, especially the United Methodist Church parking lot, and communication regarding parking availability, especially street signs.

Mayor Homich confirmed with Council that Council is in favor of researching costs for converting Baker and Alexander Streets to one-way streets with diagonal parking, exploring shuttle use for the United Methodist Church parking lot. Mayor Homich directed staff to work on the mentioned issues based on these discussions. The Mayor suggested St. Patrick's Church's parking lot as a possible additional space for City parking use.

Barbara Lang, 2 Bee Studios on Fifth Avenue, spoke about parking enforcement. City staff stated enforcement would take place.

City staff spoke about creating a timeline and an implementation plan. Staff would seek additional input from Council, stakeholders, and merchants. Council discussed enforcement of posted parking restriction signs.

Council and staff recognized a willingness to move forward.

The use of an app for parking enforcement and related funding sources for parking improvements were discussed.

Council considered the years-long discussion of the city's parking challenges and spoke in favor of identifying specific goals to ensure progress.

The benefits of a garage were discussed.

Council discussed methods of parking enforcement, particularly as it relates to paid parking.

There being no further business for discussion, Mayor Homich adjourned the workshop at approximately 8:22 p.m.



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

DATE: February 18, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Lake Community Action Agency

Introduction:

This is a request from the Lake Community Action Agency for a nomination to the Lake Community Action Agency Board of Directors.

Discussion:

Community Action Agencies (CAAs) originated as part of President Lyndon B. Johnson's "War on Poverty" through the Economic Opportunity Act of 1964, which established the Community Action Program (CAP) and aimed to fight poverty by empowering low-income communities through locally-based organizations. These agencies were created to address poverty issues at a grassroots level by involving community members in decision-making and program design. Programs facilitated by Florida's Community Action Agencies include:

- The Community Services Block Grant (CSBG) program, which helps income-eligible households meet various needs and provides emergency services
- The Low-Income Home Energy Assistance Program (LIHEAP), which helps income-eligible households with home heating and cooling and associated impacts of disasters
- The Weatherization Assistance Program (WAP), which annually provides grant funds to community action agencies, local governments, Indian tribes and non-profit agencies to provide specific program services for low-income families of Florida. These entities provide program services throughout the state.

The Lake (County) Community Action Agency, Inc. (LCAA) is a private non-profit corporation that helps obtain and distribute all available local, State, private and federal resources to empower low-income families, senior citizens, and other individuals in rural and urban areas to obtain the skills, knowledge, and motivation and secure the opportunities needed to become self-sufficient.

LCAA's Mission Statement: Promoting self-sufficiency by reducing and eliminating barriers that

contribute to the instances of poverty through a variety of programs to improve the standards of living.

LCAA's Vision Statement: Lake Community Action Agency strives to become the premier agency in building partnerships that provide professional services to children and families.

The Promise of Community Action: Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. LCAA cares about the entire community, and they are dedicated to helping people help themselves and each other.

The LCAA Board of Directors comprises 15 members who review and approve all actions of the Agency including requests for funding. Membership is composed equally of representation from the public sector, private business/civic groups/service organizations, and representatives of the poor elected by target area residents. This key body reviews the Agency's programs and accomplishments, sets general policy, determines priorities, and acts as a public sounding board to hear and respond to community concerns regarding poverty.

More information about LCAA is available here: <http://www.lakecaa.org/>

Annually, LCAA Board of Directors requests a nominee to represent the City of Mount Dora. It is the desire of the Lake Community Action Agency Board of Directors that responsible leaders from businesses, public office, education, industry, labor, religion, significant minority groups, and other major activities and interests join with them in the challenging work of helping people attain self-sufficiency.

Budget Impact:

No Budget Impact.

Strategic Impact:

No Strategic Impact as related to the goals defined by City Council.

Recommendation:

To discuss and advise who shall be appointed to the Lake Community Action Agency Board of Directors.

Attachment(s):

1. Lake Community Action Agency Nomination Form

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 2/12/2025

Lake Community Action Agency, Inc.
501 N. Bay Street
Eustis, Florida 32726

CERTIFICATION OF NOMINATION TO LCAA BOARD OF DIRECTORS

THIS FORM FOR GROUP ONE ONLY: PUBLIC OFFICIALS

Date: _____

(Name of City, Agency, or Activity)

We hereby nominate _____ to serve on the Board of Directors of Lake Community Action Agency, Inc.

Tenure Year begins on _____

Signature: _____

Name & Title: _____ (Type or Print)

Nominee's Mailing Address:

Telephones: Cell # _____ Home # _____ Work # _____

Email address: _____

This certifies that the person named was elected by members of the above organization as a nominee to the Lake Community Action Agency, Inc. Board of Directors.

The election/selection was held during an official meeting of the organization and the results were recorded in the official minutes.

Please return this completed form to: Lake Community Action Agency, Inc.
501 N. Bay Street
Eustis Florida 32726

2/2019



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

DATE: February 18, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorizations with Faden Builders, Inc. for the Lincoln Avenue Restroom and Parking Lot

Introduction:

This is a request for City Council to approve the task authorization for Faden Builders, Inc. for Lincoln Avenue Restroom & Parking Lot.

Discussion:

The Parks and Recreation Master Plan was adopted on February 19th, 2019. It is a road map for the future of the City's parks and trails system. The plan includes a vision and master plan for the next 20 years and a capital improvements program for recommended projects, facilities, and improvements. The Parks and Recreation Advisory Board voted unanimously to adopt the recommendations by the GAI Community Solutions Group. The Plan includes an existing condition analysis report, a development plan and program for each existing park and recreation facility, opportunities for park system expansion, and a capital investment plan for the park system.

Lincoln Park was identified for needed upgrades in facilities and ADA access. The Lincoln restroom and parking lot project will accomplish both of those. Lincoln Park has more options for members of the community than any other City park. From baseball/softball, aquatics, the dog park, tennis, handball, walking trails, mountain bike trails and disc golf, Lincoln Park offers it all.

This plan will add an ADA restroom in a central location. Currently, the only restroom facilities are within the aquatics area, only accessible to paying visitors of the facility or the baseball concession, which is only operable during the Babe Ruth season and not ADA accessible. We currently have a portable toilet on site to accommodate any ADA needs. Location of the restroom also lends well to any trail expansion that is already within the park.

This project will also include an upgrade to the 11th Ave. tennis parking lot. The new lot will be paved with asphalt. Currently, the lot is made of dirt, which means no ADA parking. The dirt lot

also does not pair well with an athletic court surface. The dirt and debris is constantly being dragged onto the courts and into vehicles.

Budget Impact:

The task authorization costs are \$289,690.80. There is \$290,000 budgeted in the current FY budget GL 310-5555-580.63-01-PK2309.

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

Recommendation:

City Council approve the task authorizations with Faden Builders, Inc. for the Lincoln Avenue Restroom & Parking Lot.

Attachment(s):

1. Lincoln Restroom and Parking Lot TA_Signed

Prepared by: Jennifer Schwarz, Operations Manager
Reviewed by: Troy Shonk, Parks & Recreation Director
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney,
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 2/7/2025
Approved - 2/10/2025
Approved - 2/10/2025
Approved - 2/11/2025
Approved - 2/11/2025
Final Approval - 2/11/2025

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Faden Builders, Inc. (Construction Manager) and the City of Mount Dora, dated April 7, 2020, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: Lincoln Park Restroom & Parking Lot
Project Amount: \$289,690.80
Budget Account Number: 310-5555-580.63-01-PK2309
City Project Manager: Troy Shonk
Contractor: Faden Builders, Inc.
Contractor Project Manager: Shawn Howard

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

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u>	
Exhibit A – Scope of Work Exhibit B – Sub-Contractors Exhibit C – Schedule Exhibit D – Compensation	
Recommended By:	
Print: <u>Troy Shonk</u>	Date: <u>1-24-25</u>
Signature: <u>Troy Shonk</u>	
Reviewed By:	
Print: <u>Troy Shonk</u>	Date: <u>1-24-25</u>
Signature: <u>Troy Shonk</u>	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: <u>TOOD M. FADEN</u>	Print Name:
Signature: <u>Tood m Faden</u>	Signature:
Date: <u>1/27/2025</u>	Date:



11/18/2024

Faden Proposal No. 24-420

Troy Shonk
Parks and Recreation Director
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: Lincoln Avenue Restroom

Scope Summary: Provide and install (1) RCP Shelter 30'x12' restroom to include plumbing fixtures, ADA accessories, electrical panel, exhaust fans and paint. Also, includes submittals, shop drawings and engineering/calcs by Florida Registered Engineer.

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management
2. **Civil Design**
 - a. Prepare concept plan options of the restroom location and present to the City of Mount Dora.
 - b. Revise the concept plan and request meetings. Revise the concept plan and request meetings.
 - c. Prepare site engineering plans that will consist of the following:
 - A. Title Sheet with Project Notes
 - B.C. Site and Geometry Plan
 - D. Grading and Drainage Plan
 - E. Construction Details
 - F. Sediment and Erosion Control Plan
 - d. Prepare Civil Engineering submittal packages for the Regulatory Agencies City of Mt Dora
 - e. Request site visits throughout the duration of the project construction to observe the Civil related construction items.
 - f. Review Civil Related Shop Drawings and Request for Additional Information (RFI's)
 - g. Prepare final certifications and close out of the project for site related items.
 - h. Includes electrical and plumbing engineering to prefabricated restrooms
3. **Tennis Court Gate and walkway**
 - a. Install new 7' High x 4' Wide high gate into existing tennis court green fence
 - b. Install (1) new green scrim at the location
 - c. Form, place and pour new 5' wide sidewalk from new gate to existing bike path
4. **Sitework**
 - a. All material and labor to prepare the site new restroom
 - b. All underground utility work for new utility connections
5. **RCP Shelter Restroom (see attached for specific specs)**
 - . FL Cert Drawings: includes standard RCP foundation design
 - Beams: glued laminated SYP
 - Metal Roofing: 26 ga. exposed fastener
 - Roof Deck: #1 2x8 T&G SYP
 - Fascia: C and Better Clear 2x6 AYC
 - Stain: factory-stained exposed wood
 - Roof Diaphragm: minimum 3/8" OSB
 - Interior electrical fixtures

State Cert# CGC 060972

Mailing Address: 1194 Camp Ave. Mount Dora, FL 32757

Offices: 3390 E. Vista Blvd Lake Buena Vista , FL 32830 • 1194 Camp Ave, Mt Dora FL 32757

Phone: 352-735-9805 • **Fax:** 352-735-9806

www.FadenBuildersinc.com



- Plumbing fixtures
- Ventilation fans
- Connections: powder coated steel plate
- Fasteners: HDG annular ring nails
- Wall framing: 2x6 SPF plates, studs, sheathing
- Interior Finish: FRP Panels and/or drywall
- Exterior Finish: lap siding, & trim
- Doors: prime painted steel
- Delivery: to an accessible site
- Hi-Lo water fountain with dog filler
- Electric Door strike
- Hand dryers with exposed conduit
- Epoxy floors at restroom floors

Qualifications and Exclusions:

1. Quote does not include any site prep or utilities. Will be added after the site meeting to confirm the final location.
2. Work to be completed 1st shift, M-F, no overtime is included.
3. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
4. Geotechnical testing/reports are excluded.
5. Demolition of tree and roots by the City of Mt Dora
6. Clean fill for the pad by the City of Mt Dora
7. Dewatering is excluded.
8. Landscaping, irrigation and sod are excluded.
9. Painting and staining are excluded beyond prefabrication is excluded
10. Permit fees Allowance is included.



Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 23,692.05
2. Design	\$ 14,375.00
3. Site Prep/ Demolition	\$ 5,133.93
4. Concrete	\$ 21,049.11
5. RCP Restroom	\$ 59,080.48
6. Fence (new gate)	\$ 2,002.23
7. Plumbing	\$ 10,806.92
8. Electrical	\$ 12,526.79
Subtotal	\$ 148,666.51
General Liability Insurance	\$ 1,932.66
Contingency (10%)	\$ 1,000.00
Contractor's Fee	\$ 17,839.98
Permit Fee	1,000.00
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 170,439.15

The prices included in this proposal are valid for 30 days per our material vendors due to steady material price increases.

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the Purchase Order.

Proposed duration schedule:

3-4 weeks for submittals

15-16 weeks for procurement after final approval of submittal package

Project Management Information System (PMIS) will not be required for this project.



Exhibit D: Construction Team

Owner's Representative: Troy Shonk (City of Mount Dora Parks and Recreation Director)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

RCP Shelters
The Plumber
Marathon Electric
Germana Engineering

Please feel free to contact me with any questions. We look forward to working with you.

Best regards,

Shawn Howard
Faden Builders, Inc.



11/18/2024

Faden Proposal No. 24-440

Troy Shonk
Parks and Recreation Director
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: Lincoln Avenue Tennis Court Parking Lot

Scope Summary: Provide and install true grid permeable paver commercial system within parking lot.

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management
2. Plans
 - a. Prepare site plans for parking lot renovation and present to the City of Mount Dora.
 - b. Revise the concept plan and request meetings. Revise the concept plan and request meetings.
 - c. Prepare site engineering plans that will consist of the following:
 - A. Title Sheet with Project Notes
 - B.C. Site and Geometry Plan
 - D. Grading and Drainage Plan
 - E. Construction Details
 - F. Sediment and Erosion Control Plan
 - d. Prepare Civil Engineering submittal packages for the Regulatory Agencies City of Mt Dora
 - e. Request site visits throughout the duration of the project construction to observe the Civil related construction items.
 - f. Review Civil Related Shop Drawings and Request for Additional Information (RFI's)
 - g. Prepare final certifications and close out of the project for site related items.
3. **Sitework (approx. 5,500 sqft)**
 - a. Cut 3" +/- to shape parking lot
 - b. Lot to be graded with slope to east swale
 - c. Import 6" new limerock base material
 - d. Install and place 1-1/2" SP9.5 asphalt
 - e. Stipe 16 +/- parking stalls
 - f. Curbs and sidewalks as needed

Qualifications and Exclusions:

1. Quote does not include any site prep or utilities. Will be added after the site meeting to confirm the final location.
2. Work to be completed 1st shift, M-F, no overtime is included.
3. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
4. Geotechnical testing/reports are excluded.
5. Dewatering is excluded.
6. Landscaping, irrigation and sod are excluded.
7. Permit fees Allowance is included.



Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 16,348.77
2. Site (Asphalt Parking lot)	\$ 80,514.82
3. Concrete curbs	\$ 5,227.27
4. Design Fee	\$ 1,881.82
Subtotal	\$ 103,999.68
General Liability Insurance	\$ 1,352.00
Contingency (10%)	\$ 2,000.00
Contractor's Fee	\$ 10,399.97
Permit Fee	1,500.00
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 119,251.65

The prices included in this proposal are valid for 30 days per our material vendors due to steady material price increases.

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the Purchase Order.

Proposed duration schedule:

3-4 weeks for submittals

3-4 weeks duration schedule

Project Management Information System (PMIS) will not be required for this project.



Exhibit D: Construction Team

Owner's Representative: Troy Shonk (Parks and Recreation Director City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

Professional Dirt

Please feel free to contact me with any questions. We look forward to working with you.

Best regards,

Shawn Howard
Faden Builders, Inc.



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

DATE: February 18, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request approval of the CMAR contract with Charles Perry Partners, Inc., for the construction of the Community Resource and Recreation Center

Introduction:

This is a request for City Council to approve the CMAR contract with Charles Perry Partners, Inc., for the construction of the Community Resource and Recreation Center.

Discussion:

The City of Mount Dora, Florida established the Northeast Community Redevelopment Agency (Northeast CRA) pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act") and City Resolution No. 89-19 to conduct the community redevelopment purposes of the provisions of the Redevelopment Act. City Ordinance No. 2020-11 established the current boundaries of the Northeast CRA area and approved the Mount Dora Northeast CRA Updated Redevelopment Plan of 2020. The Northeast Redevelopment Trust Fund was established under City Ordinance No. 546 for the purpose of carrying out redevelopment in the Northeast CRA area according to the 2020 Redevelopment Plan.

The design is 100% complete for the Community Resource and Recreation Center that will be constructed at the old Public Works site at the intersection of Lincoln Avenue and North Simpson Street, adjacent to Lincoln Park. The building will be 31,100 square feet.

This Community Resource and Recreation Center will include:

1. Computer / Tech Lab (35 stations). The entire facility will have free broadband access.
2. A commercial / teaching kitchen
3. Community meeting flex space (seating for 200 banquet seating, 300 classroom seating)
4. Indoor recreation courts (basketball)
5. Seven (7) Flex-office spaces for telehealth appointments and resource providers
6. Space for educational classes
7. Community conference room
8. Child watch area for parents seeking assistance or training
9. Restrooms and locker rooms for recreation activities

10. Ample parking (including additional ADA parking)

Charles Perry Partners, Inc. (CPPI) was selected from a Request for Qualifications (RFQ) to build this project. The anticipated construction time is 10-11 months since the construction type is tilt-wall construction. The design of the facility was completed by the design team at Borrelli & Partners.

This Community Anchor Institution will provide free gig speed (an internet connection that can transfer data at a rate of up to 1 gigabit per second, or 1,000 megabits per second) access to residents of Northeast CRA, City of Mount Dora, Northeast Lake County, and Northwest Orange County who utilize this facility, which will facilitate greater use of broadband service by vulnerable populations, including low-income individuals, unemployed individuals, and aged individuals.

The facility will be able serve as a health clinic with free broadband access to telehealth appointments, free dental screenings, free vision screenings, and even basic health screenings through partnerships with community organizations. Additionally, this facility will offer a safe and secure location for our youth to study, use the computer lab to complete homework, indoor recreation activities and programs, mentoring programs, etc. Adults and seniors will be able to continue life-long learning through programs, classes and job training activities in the facility, not to mention health and wellness programs.

On August 02, 2024, RFQ #24-GS-019 was issued and resulted in six (6) timely proposals being received by the opening date of September 30, 2024, at 2:00p.m. The Evaluation Committee met on October 17, 2024, to discuss and score all six (6) proposals as received under this RFQ. 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 1, 2024. The scoring and ranking of the three shortlisted firms resulted in a final ranking as follows:

#1 – Charles Perry Partners, Inc. (CPPI)

#2 – Ajax Building Company LLC

#3 –Mulligan Constructors, Inc

The Evaluation Committee recommends approval of the final ranking as established above and entering into negotiations with the top ranked firm for a pre-construction agreement. 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.

City Council approved these rankings on November 18th, 2024.

Budget Impact:

Not to exceed \$15,000,000 from the \$16,000,000 line of credit. Note: Once site work completed City will purse bond as a financial debt security.

Strategic Impact:

Economic Development, Redevelopment,

Recommendation:

City Council to approve the CMAR contract with Charles Perry Partners, Inc. for the construction of the Community Resource and Recreation Center.

Attachment(s):

1. CPPI Agreement- RFQ 24-GS-019 (009)(with exhibits)(2.10.25)cpqi executed

Prepared by: Adam Sumner, CRA Administrator

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

Approved - 2/11/2025

Approved - 2/12/2025

Approved - 2/12/2025

Final Approval - 2/12/2025

**AGREEMENT FOR
CONSTRUCTION MANAGER AT RISK SERVICES
BETWEEN
CITY OF MOUNT DORA, FLORIDA
AND
CHARLES PERRY PARTNERS, INC.**

TABLE OF CONTENTS

ARTICLE 1. RECITALS.....	3
ARTICLE 2. THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT	3
ARTICLE 3. CONSTRUCTION MANAGER’S SERVICES	7
ARTICLE 4. CITY’S RESPONSIBILITIES	24
ARTICLE 5. PERMITS, FEES, AND NOTICES	25
ARTICLE 6. SUBCONTRACTS AND OTHER AGREEMENTS	25
ARTICLE 7. SCHEDULE; TIME OF COMMENCEMENT; SUBSTANTIAL COMPLETION.....	27
ARTICLE 8. GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION	28
ARTICLE 9. CONSTRUCTION MANAGER’S FEES	30
ARTICLE 10. COST OF THE WORK	31
ARTICLE 11. CHANGES IN THE WORK.....	34
ARTICLE 12. DISCOUNTS AND PENALTIES.....	36
ARTICLE 13. PAYMENTS TO THE CONSTRUCTION MANAGER.....	36
ARTICLE 14. INSURANCE, INDEMNITY, AND WAIVER OF SUBROGATION.....	38
ARTICLE 15. TERMINATION; CITY’S RIGHT TO PERFORM CM’S OBLIGATIONS.....	40
ARTICLE 16. ASSIGNMENT; GOVERNING LAW; VENUE; JURY TRIAL	42
ARTICLE 17. NOTICE OF CLAIM; WAIVER OF REMEDIES.....	42
ARTICLE 18. MISCELLANEOUS.....	43

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation, with its principal address at 510 N. Baker St., Mount Dora, Florida 32757 (the “City”), and **CHARLES PERRY PARTNERS, INC.**, whose local address is 200 E. Palm Valley Dr., Suite 2000, Oviedo, Florida 32765 (the “CM”).

W I T N E S S E T H :

WHEREAS, on August 2, 2024, the City issued a Request for Qualifications #24-GS-019, attached hereto as **Exhibit “A”** and incorporated herein by reference, seeking qualified firms to provide professional construction management services for the construction of the City’s Community Resource and Recreation Center (hereinafter referred to as the “Project”); and

WHEREAS, based on the qualifications, experience, and related certifications, affidavits, and submissions provided in the CM’s submitted response, attached hereto as **Exhibit “B”** and incorporated as if fully set forth herein, the City has selected the CM for such purpose; and

WHEREAS, the City desires to engage the CM to provide those professional construction management services as required, and the CM is willing to provide such services under the terms and conditions set forth herein.

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

ARTICLE 1. RECITALS

1.1 The foregoing recitals are true and correct and are incorporated herein by this reference.

ARTICLE 2. THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

2.1 The CM accepts the relationship of trust and confidence established between it and the City by this Agreement. The CM covenants with the City to furnish its best skill and judgment and to cooperate with the Architect (defined below) in furthering the interests of the City. The CM agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project in the soundest and most expeditious and economical manner, consistent with the interests of the City.

2.2 **Construction Team.** The Construction Team shall work jointly during design through final construction completion, including the warranty period. The Architect and the CM shall communicate through the City, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the City. The CM shall copy the City on all correspondence sent to or received from the Architect, or any of its consultants of which the City was not copied. The Architect shall provide leadership to the Construction Team on all matters relating to design and engineering and the CM shall provide leadership to the Construction Team on all matters relating to construction.

2.3 **Extent of Agreement.** This Agreement for construction management services for the construction of the City of Mount Dora's Community Resource & Recreation Center, located at 1010 E. Lincoln Ave., Mount Dora, Florida 32757, between the City and the CM supersedes any prior negotiations, representations, or agreements. Upon execution of this Agreement and issuance of a Notice to Proceed by the City, the CM shall commence performance of the limited pre-construction services, if any. Upon execution of the Guaranteed Maximum Price ("GMP") Amendment in accordance with Article 8 (*Guaranteed Maximum Price of Construction*) and issuance of a Notice to Proceed by the City, the CM shall commence performance of construction services. The parties acknowledge that (i) the City may determine not to proceed with construction services, (ii) performance of pre-construction services may overlap performance of construction services, (iii) categories of Work performed during construction services may be performed in separate phases, and (iv) payment to the CM for construction services shall be separate from payment, if any, for pre-construction services. To expedite the preparation of the GMP Amendment by the City, the CM shall obtain two (2) sets of dated drawings, specifications, and other documents upon which the GMP is based, from the Architect through the City. The CM shall acknowledge on the face of each set of documents that it is the set upon which the GMP is based. Thereafter, one set of the documents shall be sent to the City along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both City and the CM.

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

Agreement – this Agreement for construction management services between the City and the CM, including all exhibits and amendments hereto.

Architect of Record – the entity that designed the Project and has the rights and authority as assigned in the Contract Documents. Also referred to herein as the "Architect." The Architect of Record is Borrelli & Partners.

Change Order – a written order to the CM signed by the City issued after the execution of this Agreement, authorizing a change in the Work, the GMP, or the Final Completion date. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Work.

City – the City of Mount Dora, Florida. The term "City" shall include the City's Representative.

City's Representative – the City's designated Construction Project Manager, who is Adam Sumner, or such other individual designated in writing by the City Manager.

Construction Documents – this Agreement, its Exhibits, the drawings, specifications, and any other documents incorporated herein by reference.

Construction Manager – Charles Perry Partners, Inc. Also referred to as the “CM.”

Construction Phase – that phase during which the physical construction of the Project is executed in accordance with the Contract Documents.

Construction Team – the City, the Architect, and the CM.

Contract Time – the period of time, including authorized adjustments, allotted in the Contract Documents for substantial completion of the Work.

Cost of the Work – the costs necessarily incurred by the CM in the proper performance of the Work during the Construction Phase which are not included in Article 9 (*Construction Manager's Fees*). Such costs shall include the direct cost items set forth in Article 10 (*Cost of the Work*).

Day – calendar day unless otherwise specifically defined.

Final Completion – the date when all the following items are complete:

1. Construction of the Project is totally complete, including all Work on the Contract Documents, and certified as such by the City and Architect.
2. The Project is suitable for full use and occupancy as determined by the City and Architect.
3. All Punch List items have been completed or otherwise disposed of or accounted for to the City's satisfaction and approval.
4. A Final Certificate of Occupancy and all other required permits and approvals have been legally and validly issued.
5. Final executed Releases of Lien have been delivered to the City by the CM.

Hazardous Materials – (1) any “hazardous waste” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, etc.), as amended, and regulations promulgated thereunder; (2) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, etc.), as amended, and regulations promulgated thereunder; (3) any “hazardous waste” or “hazardous substance” as defined by applicable state laws and regulations, as amended, and regulations promulgated thereunder; and (4) any hazardous, toxic or dangerous waste, substance, or material as defined in any so called “superfund” or “superlien” law or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to or imposing liability or standards of conduct concerning such waste, substance, or material.

Master Project Schedule – the schedule prepared by the CM and approved by the City detailing the sequence and time durations for the Work, including any approved revisions or updates thereto.

Notice to Proceed – a written notice from the City directing the CM to proceed with Work which establishes the beginning of the Preconstruction and/or the Construction Phase of the Project.

Preconstruction Phase – unless otherwise stated in the Construction Documents, that phase during which the CM, the City, and the Architect collaborate to plan, budget, and prepare for the construction of the Project as outlined in the solicitation. The Preconstruction Phase ends when the City accepts the GMP and authorizes the CM to proceed with the construction. The Preconstruction Phase may also be referred to as the Design Phase. It is understood that there will be a limited scope to the Preconstruction Phase as described in **Exhibit “A.”**

Project – the total Work to be performed by the CM and the Subcontractors under this Agreement for the construction of the City’s Community Resource and Recreation Center, including all associated preconstruction planning and/or design services, permitting, construction, and closeout activities.

Punch List – a list which identifies items of non-conforming Work that remain to be completed or corrected by the CM prior to Final Payment.

Site – the site of the Project.

Site Facilities – tangible personal property, including, but not limited to, trailers, restrooms, computers, and any other equipment deemed necessary for Project execution.

Subcontractor – a person or entity who has a direct contract with the CM to perform a portion of the Work at the Site. Nothing contained in this Agreement shall create any contractual relation between the City or Architect and any Subcontractor.

Substantial Completion – the date, as certified by the Architect, that the Work (or designated portion thereof) is sufficiently complete in accordance with the Construction Documents, and a Certificate of Occupancy issued, so that the City can reasonably occupy or utilize the Project (or designated portion thereof) for its intended use.

Sub-Subcontractor – a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. Nothing contained in this Agreement shall create any contractual relation between the City or Architect and any Sub-Subcontractor.

Work – any and all obligations, duties, services, labor, materials, supplies, equipment, temporary facilities, utilities, incidentals, and the furnishing thereof necessary to complete the services and construction required by the Contract Documents.

- 2.5 **City's Construction Budget.** The City's Project budget is Fifteen Million Dollars (\$15,000,000.00), including all the CM's Fees, Cost of the Work, and the City's and CM's construction and interface contingencies as defined in Article 9 (*Construction Manager's Fees*) and Article 10 (*Cost of the Work*). This acknowledgment of the City's budgeted funds is not to be construed as the CM's GMP. A GMP will be offered by separate documentation as outlined in Article 8 (*Guaranteed Maximum Price for Construction*).

ARTICLE 3. CONSTRUCTION MANAGER'S SERVICES

- 3.1 **Generally.** The services provided by the CM include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

3.2 Project Management Information System.

- 3.2.1 *Generally.* Commencing immediately after the contract award, the CM shall implement and shall utilize throughout the life of this Agreement all subsystems of the Project Management Information System ("PMIS"). The reports, documents, and data provided through the PMIS shall represent an accurate assessment of the Project's then-current status and of the Work remaining to be accomplished and shall provide a sound basis for identifying variances and problems and making management decisions. The CM shall prepare and furnish monthly reports to the City and the Architect as described in Section 3.2.3.
- 3.2.2 *PMIS Workshops.* If requested by the City, the CM shall conduct a comprehensive workshop for participants designated by the City and additional seminars, as required, to provide instruction. This workshop and the seminars shall: facilitate each participant's and the City's Representative's use and understanding of the PMIS; support, in-part, the function of organizing in concert with the Architect for the design and construction of the Project; and establish, with the full concurrence of the City and the Architect, procedures for accomplishing the management control aspect of the Project.
- 3.2.3 *Subsystems.* The PMIS shall be described in terms of the following major subsystems:
- A. *Narrative Reporting Subsystem.* The CM shall prepare written reports as described hereunder. All such reports shall be in 8.2" x 11", unless otherwise directed by the City. Copies shall be maintained at the Project Site and transmitted to the City and the Architect with the monthly pay requisition. Additional copies of the reports outlined below shall be bound separately and distributed monthly as directed by the City's Representative. The narrative reporting subsystem shall include the following reports:

- i. Monthly Executive Summary which provides an overview of current and outstanding issues and pending decisions, the primary party responsible for the decision, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.
- ii. Monthly Cost Narrative describing the current construction cost estimate and status of the Project.
- iii. Monthly Scheduling Narrative summarizing the current status of the overall Project schedule. This report shall include an analysis of the various Project Schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
- iv. Monthly Accounting Narrative describing the current actual costs and payment status of the entire Project, with supporting document. This report shall relate current encumbrances and expenditures to the budget allocations.
- v. Monthly Construction Progress Report summarizing the Work of the various Subcontractors during the Construction Phase. This report shall include information from the weekly Site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations, programs, permits, construction problems, and recommendations and plans for the succeeding month.
- vi. Daily Construction Diary describing events and conditions on the Project Site during the Construction Phase. A bound copy of the complete Daily Construction Diary shall be submitted to the City at the conclusion of the Project.

B. *Schedule Control Subsystem.*

- i. *Master Control Schedule.* As soon as reasonably possible following execution of this Agreement, but not later than thirty (30) days following full execution hereof, the CM shall submit to the City for approval a Master Project Schedule establishing a detailed schedule for Preconstruction Phase services, if any, Construction Phase services, and City occupancy of the Project. The Master Project Schedule will serve as the framework for the subsequent development of all detailed schedules. The Master Project Schedule shall be produced and updated monthly throughout the Project. Revisions, activity additions, activity deletions and/or logic changes to the Master Project Schedule, or any other schedule previously approved by the City, shall not be made without the City's approval.
- ii. *Construction Schedule.* Within thirty (30) days after the date of the City's issuance of a Notice to Proceed with construction, the CM shall prepare and electronically submit to the City's Representative a construction schedule graphically depicting the activities contemplated for completion of the Work

and showing the sequence that the CM proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The City shall determine whether the construction schedule submitted by the CM meets the requirements stated herein and such determination shall be binding on the CM. Failure of the CM to submit a construction schedule as set forth hereinabove shall be sufficient grounds for the City to find the CM in substantial default and certify that sufficient cause exists to terminate this Agreement in accordance with Article 15 (*Termination; City's Right to Perform CM's Obligations*) or to withhold payment to the CM until a schedule acceptable to the City is submitted.

- iii. *Updated/Revised Construction Schedule.* Following development and submittal of the construction schedule, the CM shall submit an updated and/or revised construction schedule at the end of each calendar month until Substantial Completion is obtained. The updated construction schedule shall show the actual progress of the Work performed; all events which have affected the progress of the Work performed; and all events which will affect the progress of the Work to be performed in contrast with the planned progress of such Work as depicted on the original construction schedule. Any updates or revisions must show all updates and/or revisions as reflected in previously submitted Construction Schedules. Each such update and/or revision to the construction schedule shall be submitted to the City in duplicate. Failure of the CM to submit an updated and/or revised construction schedule as set forth herein shall be sufficient grounds for the City to find the CM in substantial default and certify that sufficient cause exists to terminate this Agreement in accordance with Article 15 (*Termination; City's Right to Perform CM's Obligations*) or to withhold payment to the CM until an updated and/or revised schedule acceptable to the City is submitted. No revisions, activity additions, activity deletions, and/or logic changes shall be made without the City's approval, which shall not be unreasonably withheld by the City.
- iv. *Other Schedules.* When required by the City, the CM shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:
 - 1. *Subcontractor Construction Schedules.* Upon the award of each subcontract, the CM and the Subcontractor shall jointly develop a schedule that is more detailed than the pre-bid construction schedule included in the specifications, taking into account the Work schedule of the other Subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the Subcontractor. The construction schedule shall also show pertinent activities for material

purchase orders, manpower supply, shop drawing schedules, and material delivery schedules.

2. *Occupancy Schedule.* The Construction Team shall jointly develop a detailed plan, inclusive of Punch Lists, final inspections, maintenance training, and turnover procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to City occupancy. The occupancy schedule shall be produced and updated monthly from its inception through final City occupancy.
- v. *Format.* All schedules will be provided to the City in an electronic format acceptable to the City. The CM will provide the City with the appropriate software, if necessary, to read the data. The cost of providing the licenses and software shall be part of the cost of construction and included as part of Article 10 (*Cost of the Work*).
- C. *Budget Control Subsystem.* The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment, and systems by building and Site elements so that construction will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include estimate submissions at various phases of the Project, as determined by the City.
- D. *Project Accounting Subsystem.* The operation of this subsystem shall enable the Construction Team to plan effectively and to monitor and control the funds available for the Project, cash flow, costs, Change Orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. This subsystem will be produced and updated monthly and accompany each pay request. Project accounting includes the following reports, which together will serve as a basic accounting tool and an audit trail:
 - i. Cost Status Report presenting the budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved Change Orders for each contract which, when added to the base commitment, will become the total commitment. Pending Change Orders will also be shown to produce the total estimated probable cost to complete the Work.
 - ii. Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
 - iii. Detailed Status Report showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate, and

base commitment figures for each contract. It shall give the Change Order history including Change Order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected Change Orders.

- iv. Cash Flow Spreadsheet showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments, if requested by the City.
- v. Detailed Schedule of Values shall be maintained as necessary to supplement the operation of the Project Accounting Subsystem. The Detailed Schedule of Values will be used to provide construction cost accountability for general Work conditions, on-Site reimbursable expenses, and costs requiring accounting needs.

3.3 Project Manual. When directed by the City, the CM shall provide the following:

- 3.3.1 The CM shall develop, in coordination with the City and the Architect, a draft comprehensive Project Manual, which describes the services set forth in this Agreement, a plan for the control, direction, coordination, and evaluation of Work performed, including identification of key personnel and the responsibilities of the CM, the City, and the Architect, work flow diagrams, and the strategy for bidding the Work. The Project Manual shall be updated as necessary and subject to the City's approval throughout the design, construction, and City occupancy phases of the Project. Two (2) copies of the Project Manual, including any updates, shall be submitted to the City and the Architect at the conclusion of the Project. The Project Manual shall include, at a minimum, the following sections:
 - A. Project Definition, which generally describes the known characteristics of the Project or sub-projects to provide the participants a basic understanding of the Project or sub-projects.
 - B. Project Goals, which define the schedule, the budget, and physical, technical, and other objectives for the Project.
 - C. Project Strategy, which provides a narrative description of the Project delivery methods being utilized to accomplish the Project goals.
 - D. Project Work Plan, which shows a matrix of the program of Work to be performed by the CM, the Architect, and the City during each phase of the Project.
 - E. Project Organization, which shows a summary organization chart depicting the interrelationships between the City, the CM, and the Architect, as well as other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the CM, the Architect, and the City, showing the organizational elements participating in the Project.

- F. Responsibility Performance Chart, which provides a detailed matrix outlining the specific responsibilities and interrelationships of the City, the Architect, and the CM. The Responsibility Performance Chart shall indicate “major responsibility” and “minor responsibility”, for each specific task required to deliver the Project. The CM shall also develop a Responsibility Performance Chart for the CM’s own personnel who are assigned to the Project, as well as for the personnel of the City and Architect based on information provided by each.
 - G. Flow Diagrams, which include charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress, and change orders for the Project.
 - H. Written Procedures, which outlines the procedures for communicating and coordination required between the Construction Team members throughout the Project. The Written Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.
- 3.4 **Design Review and Recommendations.** The CM shall perform the limited Preconstruction Phase services described in this Article 3 and **Exhibit “A.”** The parties acknowledge that the Construction Phase may commence before the Preconstruction Phase is completed, and that both phases may, to a certain extent, proceed concurrently.
- 3.4.1 *Preliminary Evaluation.* The CM shall provide a preliminary evaluation of the City’s Project, schedule, and budget requirements, each in terms of the other.
 - 3.4.2 *Consultation.* The CM shall jointly schedule and attend regular meetings with the City and Architect. The CM shall consult with the City on proposed Site use and improvements, selection of materials, building systems, and equipment. The CM shall also provide recommendations to the City and Architect, consistent with Project requirements, on construction feasibility; availability of materials and labor; time requirements for procurement, installation, and construction; prefabrication; and factors related to construction costs, including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.
 - 3.4.3 *Phased Construction.* The CM, in consultation with the Architect, shall make recommendations to the City regarding the phased issuance of drawings and specifications to facilitate phased construction of the Project, taking into consideration such factors as cost reductions, cost information, constructability, availability of labor and materials, provisions for temporary facilities, and construction scheduling issues.
 - 3.4.4 *Review Reports.*
 - A. Within thirty (30) days after receiving the Construction Documents for each phase of the Project, the CM shall commence a specific review thereof focusing on factors of a nature encompassed in Sections 3.4.1 (*Preliminary Evaluation*)

and 3.4.2 (*Consultation*) above and on factors set out in Section 3.4.7 (*Interfacing*) below. Promptly after completion of the review, the CM shall submit to the City and Architect a written report covering: suggestions or recommendations previously submitted, additional suggestions or recommendations as the CM may deem appropriate, and all actions taken by the Architect with respect to same; any comments the CM may deem appropriate with respect to separating the Work into separate contracts or utilizing alternative materials; and all comments contemplated under Section 3.4.7 (*Interfacing*).

- B. At completion of the CM's review of the plans and specifications, THE CM SHALL WARRANT, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE, AND CONSTRUCTIBLE, AND THAT CONSTRUCTION OF THE IMPROVEMENTS IDENTIFIED AND DESCRIBED IN THE PLANS AND SPECIFICATIONS IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME. The recommendations and advice of the CM concerning design alternatives shall be subject to the review and approval of the City and City's professional consultants. The CM shall not assume in any way the responsibilities of the Architect; in particular, the responsibility of assuring that the drawings and specifications, which shall be identified prior to the time the GMP is determined, are in accordance with applicable federal, state, and local laws, statutes, ordinances, building codes, and rules and regulations; however, in the event the CM identifies portions of the drawings and specifications that are inconsistent with any applicable federal, state, and/or local laws, statutes, ordinances, building codes, and/or rules and regulations, the CM shall promptly notify the City and the Architect in writing.
- 3.4.5 *Long-Lead Procurement.* The CM shall review the design for the purpose of identifying long-lead procurement items (machinery, equipment, materials, and supplies). When each item is identified, the CM shall notify the Subcontractors, the City and the Architect of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. The CM shall keep itself informed of the progress of the respective Subcontractors or suppliers manufacturing or fabricating such items and advise the City and the Architect of any problems or prospective delay in delivery. The CM may recommend to the City a schedule for procurement of the long-lead time items, which will constitute part of the Work, as required to meet the Master Project Schedule. If such long-lead time items are procured by the City, they shall be procured on terms and conditions acceptable to the CM. Upon the City's acceptance of the CM's GMP proposal, all contracts for such items shall be assigned by the City to the CM, who shall accept responsibility for such items as if procured by the CM. The CM shall assist in expediting the delivery of long-lead time items.

3.4.6 *Separate Contracts Planning.* Without assuming any design responsibilities, the CM shall review the design with the Architect and make recommendations to the City with respect to dividing the Work in such manner as will permit the CM to take bids and award separate construction subcontracts on the current schedule while the design is being completed. The CM shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the City.

3.4.7 *Interfacing.*

- A. The CM shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long-lead items, the separate construction subcontracts, and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular subcontract, its schedule for start and completion, and its relationship to other separate subcontracts.
- B. Without assuming any design responsibilities of the Architect, the CM shall include in the reports required under Section 3.4.4 (*Review Reports*) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, so that the City and the Architect may arrange for necessary corrections.

3.4.8 *Site Facilities.* The CM shall arrange for all Site Facilities necessary to enable the CM, City's Representative, and Architect to perform their respective duties in the management, inspection, and supervision of construction.

- A. When Site Facilities are intended to become the property of the City upon Project completion, the CM shall evaluate the most cost-effective method of acquisition, taking into consideration the total cost over the life of the Project. To facilitate this evaluation, the CM shall obtain no fewer than three (3) proposals for leasing and three (3) proposals for purchasing each item, analyzing which option offers the lowest cost over its anticipated usage period. The CM shall then provide the City with a detailed analysis and recommendation for approval. Upon City's approval for purchase, the CM shall retain possession of the Site Facilities until the conclusion of the Project. Reimbursement for the cost of such Facilities will be based on the documented purchase price and will occur upon Project completion. The cost of such equipment shall be a direct cost item under Article 10 (*Cost of the Work*). At that time, the CM shall provide the City with a comprehensive inventory of all purchased equipment, including detailed description, purchase price, serial number, model number, and condition for each

unit. For any equipment requiring a title, the title shall be duly transferred to the City or the City's designee at Project completion.

- B. If the CM proposes supplying Site Facilities from its own equipment pool, the CM must first conduct a buy-versus-lease evaluation as outlined in Subsection A above. Should leasing prove to be the most cost-effective option, the CM may lease such Site Facilities from its own equipment pool at a rate not exceeding the lowest of the three (3) lease proposals obtained during the evaluation process.
 - C. The CM shall ensure the proper care, maintenance, and condition of all equipment while under the CM's control. Upon transfer pursuant to Subsection A above, the City reserves the right to refuse acceptance of any equipment if, in the City's sole discretion, the City determines that the equipment has not been adequately maintained. In such event, the CM shall reimburse the City for the cost of the rejected equipment if it has previously been paid for by the City.
- 3.4.9 *Weather Protection.* The CM shall evaluate the need for temporary enclosures of building areas to ensure the orderly progress of the Work during periods when extreme weather conditions are anticipated. The CM shall assess the feasibility of providing such enclosures and submit recommendations to the Construction Team regarding the specific requirements and the contracts under which they should be included. The CM bears full responsibility for implementing and maintaining all necessary weather protection measures to safeguard construction against normal adverse weather conditions.
- 3.4.10 *Market Analysis and Stimulation of Bidder Interest.*
- A. The CM shall (i) monitor conditions in the construction market to identify factors that may affect costs and time for completing the Project; (ii) analyze the availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material; and (iii) in light of such determinations, make appropriate recommendations to the City with respect to long-lead procurement; separation of construction into bid packages; sequencing of Work; use of alternative materials, equipment, methods; other economics in design or construction; and any other matters that will promote cost savings and completion within the scheduled time.
 - B. Within thirty (30) days after receiving the Notice to Proceed, the CM shall submit to the City a written "Construction Market Analysis and Prospective Bidders Report" containing recommendations and detailed information regarding prospective bidders. As individual bid packages are finalized and prepared for bidding, the CM shall provide the City with a comprehensive list of potential bidders.
 - C. The CM shall actively promote bidder interest within the local marketplace, taking measures to identify qualified candidates and foster competitive

participation in the bidding process. The CM shall also ensure these prospective bidders are fully informed of the Project's requirements and expectations.

3.5 Construction Phase.

3.5.1 *Construction Manager's Staff.* The CM shall maintain sufficient off-Site support staff and competent, full-time staff at the Project Site. This on-Site staff shall be authorized to act on behalf of the CM to coordinate, inspect, and oversee the Work and progress of the Subcontractors. The CM shall provide, at a minimum, the personnel specified for each phase of construction at the time the GMP is established. The CM may not replace any personnel named at the time the GMP is established unless mutually agreed to by the City and CM. In such cases, the City reserves the right to approve any proposed replacement personnel, with such approval not being unreasonably withheld.

3.5.2 *Lines of Authority.* The CM shall establish and maintain clear lines of authority for its personnel and shall communicate this organizational structure to the City and all other relevant parties, including, but not limited to, code inspectors from the permitting authority, Subcontractors, the Architect, and the City's designated representatives. This structure is intended to facilitate effective coordination and oversight of the Work and progress across various phases and Subcontractors. While the City and the Architect may attend meetings between the CM and its Subcontractors, such attendance shall not diminish the CM's authority or responsibility for the management and administration of Subcontractors.

3.5.3 *Project Manual Provisions; Schedule.*

- A. The CM shall provide the City and its designated representatives, the Architect, and all Subcontractors with a copy of the Project Manual; however, the total number of hard copies shall not exceed seven (7). An electronic copy of the Project Manual in a format acceptable to the City shall be developed and updated as required by Section 3.3 (*Project Manual*). The Project Manual shall be expanded for the Construction Phase to include the respective milestones, commencement and finishing dates, and identification of Subcontractor and supplier responsibilities for performance.
- B. The CM shall continue to provide regular updates on scheduling, progress, and projected timelines. The CM shall also be responsible for managing performance and ensuring effective coordination and communication between the CM, Subcontractors, and suppliers to facilitate the smooth and efficient execution of construction Work. The schedule shall include all phases of the construction Work, including material procurement, long lease procurement, shop drawing approvals, Change Order schedules, and performance testing requirements.
- C. The CM shall hold Project Site meetings with the Construction Team at least once a month to review progress, discuss problems and solutions, and coordinate future Work with all Subcontractors. The CM shall provide the City, Architect,

and any other relevant party as determined by the City, at least one week's notice of any scheduled meetings or inspections, unless such notice is made impossible by conditions beyond the control of the CM.

3.5.4 *Solicitation of Bids.* Without assuming responsibilities of the Architect, the CM shall prepare solicitations for the procurement of (i) long-lead items; (ii) materials and services; (iii) Subcontractors; and (iv) Site utilities, in accordance with Article 6 (*Subcontracts and Other Agreements*) herein.

3.5.5 *Bonds.* In accordance with the provisions of § 255.05, *Florida Statutes*, the CM shall provide to the City, on forms furnished by the City, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total GMP as defined in Article 8 (*Guaranteed Maximum Price for Construction*). To be acceptable to the City, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions.

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

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

\$50,000,000 to \$75,000,000	A	Class X
---------------------------------	---	---------

- 3.5.6 *Quality Control.* The CM shall implement a quality control program, subject to approval by the City and Architect, to ensure the construction meets the requisite standards. The CM shall oversee the Work of all Subcontractors, providing directives when their Work fails to conform to the approved plans and specifications. The CM shall maintain continuous oversight and coordination with Subcontractors to ensure timely corrections. In the event of a disagreement between the CM, the City, and/or the Architect regarding the acceptability of Work or its compliance with the plans and specifications, the City shall serve as the final authority on performance and acceptability.
- 3.5.7 *Subcontractor Interfacing.* The CM shall be the single point of interface with all Subcontractors. The CM shall negotiate all Change Orders, field orders, and requests for proposals with the affected Subcontractors. The CM shall review the associated costs and provide recommendations to the City and Architect regarding their validity and reasonableness. Before any Work begins on any Subcontractor Change Order, a written authorization from the City must be issued; however, when health and safety are threatened, the CM shall act immediately to remove the threat. The CM shall also carefully review all shop drawings and then forward the same to the Architect for review and action. The Architect will transmit the shop drawings back to the CM who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The CM shall maintain a suspense control system to promote expeditious handling. The CM shall request the Architect to make interpretations of the drawings or specifications requested by the Subcontractors and shall maintain a suspense control system to promote timely response. The CM shall advise the City when timely response is not occurring on any of the above.
- 3.5.8 *Permits.* The CM shall secure all necessary building permits and all necessary utility connection permits, the cost of which will be considered a direct cost item, as provided in Article 10 (*Cost of the Work*).
- 3.5.9 *Site Requirements.*
- A. The CM shall provide for each of the following activities as a part of the CM's Construction Phase Fee:
 - i. Maintain a log of daily activities, including manpower records, weather, major decisions, delays, etc.
 - ii. Maintain a roster of companies on the Project with names and telephone numbers of key personnel.
 - iii. Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline.
 - iv. Provide labor relations management for a harmonious, productive Project.

- v. Provide a safety program for the Project to meet OSHA requirements. Monitor for Subcontractor compliance without relieving any Subcontractor of responsibilities to perform Work in accordance with the best acceptable practices.
 - vi. Provide a quality control program as developed under Section 3.5.6 (*Quality Control*) hereinabove.
 - vii. Provide miscellaneous office supplies which are used by the CM's own forces to support the construction efforts.
 - viii. Provide for travel to and from the CM's home office to the Site, as required by the Project.
- B. The CM shall provide personnel and equipment or shall arrange for separate Subcontractors to provide each of the following as a direct cost item, as provided in Article 10 (*Cost of the Work*):
- i. Schedule the services of independent testing laboratories and provide the necessary testing of materials to ensure conformance to contract requirements.
 - ii. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the permitting authority's inspectors.
- 3.5.10 *Site Administration*. The CM shall provide administrative functions during construction to ensure proper documentation, including, but not limited to, the following:
- A. *Site Meetings*. The CM shall:
- i. Hold weekly progress and coordination meetings to facilitate the efficient execution of the Project. During these meetings, the CM shall implement and oversee the procedures to ensure timely submittals; expedite the review and approval process for shop drawings and samples; coordinate and expedite the procurement of critical materials, Work sequences, inspections, testing, and labor allocation; evaluate and coordinate the Work of all Subcontractors on the Project; review and revise the Project Schedule; and monitor and promote safe work conditions.
 - ii. Utilize the Site meetings as a strategic tool for preplanning Work, enforcing schedules, and establishing clear procedures, responsibilities, and lines of authority. The CM shall identify the parties responsible for addressing any problems, delay items, or unresolved questions, and document the planned course of action for resolution. Each pending item shall be revisited in subsequent meetings until a resolution is achieved. The CM shall require all attendees to disclose any problems or delays impacting the Project during the meeting to ensure the problems receive appropriate attention and timely resolution.

- B. *Shop Drawing Submittals & Approvals.* The CM shall provide qualified staff to review shop drawings and implement procedures for their submission and transmittal to the Architect for review and action. The CM, and/or designated staff, shall closely monitor the submittal and approval process to ensure timely completion and adherence to the Project Schedule.
 - C. *Material and Equipment Expediting.* The CM shall provide qualified staff to monitor material and equipment deliveries and verifiable oversight procedures for supplier commitments of all Subcontractors.
 - D. *Payments to Subcontractors.* The CM shall develop and implement a verifiable procedure for the review, processing, and payment of applications by Subcontractors for progress and final payments.
 - E. *Document Interpretation.* The CM shall refer all questions regarding the interpretation of any documents prepared by the Architect to the Architect. The CM shall refer all questions regarding the interpretation of any documents prepared by the Architect to the Architect.
 - F. *Reports and Project Site Documents.* The CM shall document the Project's progress, including information on the Subcontractor's Work and the percentage of completion, and submit written progress reports to the City and the Architect. The CM shall also keep a daily log that is readily available to the City, Architect, and/or any permitting authority inspectors upon request.
 - G. *Subcontractor Progress.* The CM shall prepare periodic Punch Lists for Subcontractor Work, which includes unsatisfactory or incomplete items, and completion schedules for the items.
 - H. *Start-Up.* In coordination with the City's personnel, the CM shall oversee the inspection and assessment of all utilities, operations, systems, and equipment to ensure readiness for operation. This includes assisting Subcontractors with the initial start-up and testing procedures to confirm proper functionality and compliance with Project requirements.
 - I. *Record Drawings.* The CM shall monitor the progress of the CM's own personnel and Subcontractors, accurately recording any deviations or modifications from the original contract drawings on annotated field prints. Upon completion of the Project, the CM shall submit the annotated field prints to the Architect, through the City, for the Architect's preparation of final record ("as built") drawings.
- 3.5.11 *Administrative Records.* Unless waived by the City's Representative, the CM shall maintain at the Site current Project files and records, which shall be available at all times to the City and/or Architect for reference or review. Such Project files and records, include, but are not limited to:
- A. Contracts or Purchase Orders
 - B. ARRA/Build America Bonds Compliance Documentation

- C. Shop Drawing Submittals and Approval Logs
- D. Equipment Purchase/Delivery Logs
- E. Contract Drawings and Specifications with Addenda
- F. Warranties and Guarantees
- G. Cost Accounting Records
- H. Labor Costs
- I. Materials Costs
- J. Equipment Costs
- K. Cost Proposal Requests
- L. Payment Request Records
- M. Meeting Minutes
- N. Cost-Estimates
- O. Bulletin Quotations
- P. Lab Test Reports
- Q. Insurance Certificates and Bonds
- R. Contract Changes
- S. Purchase Orders
- T. Materials Purchase Delivery Logs
- U. Technical Standards
- V. Design Handbooks
- W. “As Built” Marked Prints
- X. Operating & Maintenance Instruction
- Y. Daily Progress Reports
- Z. Monthly Progress Reports
- AA. Correspondence Files
- BB. Transmittal Records
- CC. Inspection Reports
- DD. Bid/Award Information
- EE. Bid Analysis and Negotiations
- FF. Punch Lists
- GG. PMIS Schedule and Updates

HH. Suspense (Tickler) Files of Outstanding Requirements

II. Project Manual

JJ. Job Photographs

3.5.12 *Facilitate Occupancy.* The City will not occupy or take control of portions of the Project until the following items have been completed, and the Project has been declared Substantially Complete by the Architect in accordance with Article 7 (*Schedule; Time of Commencement; Substantial Completion*) and any applicable permitting authorities. The CM shall:

- A. Provide services during the Preconstruction Phase and the Construction Phase, which will provide a smooth and successful City occupancy of the Project. The CM shall provide consultation and project management to facilitate City occupancy and provide transitional services to get the Work, as completed by the CM, in such conditions as will satisfy the City's operational requirements.
- B. Conduct the preliminary Punch List inspection and coordinate the completion of all outstanding Punch List Work with City occupancy requirements in mind.
- C. Secure all required guarantees and warranties and, upon Final Completion of the Project, shall assemble and deliver the same to the City in a manner that will facilitate maximum enforcement and ensure meaningful implementation.

3.5.13 *Warranty.* The CM warrants to the City and Architect that all materials and equipment furnished under this Agreement will be new—unless the Contract Documents require or permit otherwise—and of good quality. The CM further warrants that the Work will conform to the requirements of the Contract Documents and will be free from improper workmanship and defective materials. If within one (1) year after the date of Substantial Completion, or for such longer periods as may be set forth with respect to special warranties contained in the Contract Documents, any of the Work is found to be defective in material or workmanship or otherwise not in conformance with the Contract Documents, then the CM shall correct it promptly after receipt of notice from the City. The City shall provide such notice promptly after discovery of the condition. During the one-year period, if the City fails to notify the CM and give the CM the opportunity to correct the condition, the City waives the right to require correction by the CM and to make a claim for breach of warranty. If the CM fails to correct the defective or nonconforming Work within a reasonable time during the period after receipt of notice from the City or Architect, the City may correct the condition in accordance with Article 15 (*Termination; City's Right to Perform CM's Obligations*). The CM shall collect and deliver to the City any special written warranties given by others as required by the Contract Documents. The CM, the City, and the Architect shall conduct a joint warranty inspection eleven (11) months after the date of Certificate of Substantial Completion.

- 3.5.14 *Lien-Free Construction.* All construction services provided by CM or any of the Subcontractors in construction of the Project shall be accomplished in a manner that will result in no liens, claims, or encumbrances being imposed against the Project.
- 3.5.15 *Continuing the Work.* The CM shall carry on the Work and maintain the progress schedule during disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the City and the CM may otherwise agree in writing. Except as otherwise provided in Article 15 (*Termination; City's Right to Perform Construction Manager's Obligations*), suspension of the Work or portion thereof by the CM without written consent shall entitle the City to terminate this Agreement for cause.
- 3.5.16 *Concealed or Unknown Conditions.* If, during the progress of the Work, the CM discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, then prior to disturbing the affected area the CM shall report the condition to the City in writing. Such report shall be made no later than fourteen (14) days after initial observance. Upon receipt of the CM's report, City shall promptly investigate such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents and are of such a nature as to cause a change in the GMP and/or the Contract Time, then an equitable adjustment to the GMP and/or the Contract Time applying to Work affected by the differing Site conditions shall be made by Change Order in accordance with Article 11 (*Changes in the Work*).
- 3.5.17 *Hazardous Materials.* The CM shall be responsible for complying with any requirements included in the Contract Documents pertaining to Hazardous Materials or substances. If the CM encounters any Hazardous Material not addressed in the Contract Documents, the CM shall immediately cease Work within the affected area and report the condition to the City in writing. Upon the CM's notice, the City shall engage a licensed laboratory acceptable to the CM to confirm whether the reported Hazardous Material is present, and, if confirmed, after removal or abatement of the Hazardous Material, verify that the Hazardous Material has been rendered harmless. The CM may require the City to provide copies of testing reports produced by the laboratory verifying the absence of such Hazardous Material before the resuming any Work in the affected area. When the Hazardous Material has been rendered harmless, Work in the affected area shall resume upon written agreement between the City and the CM. The Contract Time may be extended and/or GMP increased by Change Order in accordance with Article 11 (*Changes in the Work*) to reflect the actual delays resulting from encountering the Hazardous Material and the reasonable cost associated therewith. Any such time delays and associated costs must be substantiated by the CM through a detailed analysis of the network schedule.

ARTICLE 4. CITY’S RESPONSIBILITIES

- 4.1 **City’s Representative.** The City shall designate in writing a representative, as defined in Section 2.4 herein, who is authorized to act on behalf of the City with respect to the Project. The City’s Representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the CM.
- 4.2 **Information and Services.** The City shall furnish, at its expense, the services, information, surveys, and reports required under this Section 4.2 with reasonable promptness and in accordance with the approved schedule. The CM shall be entitled to rely on the accuracy and completeness of information furnished by the City but shall exercise precautions relating to the safe performance of the Work
- 4.2.1 *Funding.* The City shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the CM that sufficient funds will be available and committed for the cost of each part of the Project. The CM shall not commence any Work unless authorized in writing by the City.
- 4.2.2 *Site Survey and Reports.* The City shall furnish surveys describing the physical characteristics, soil reports, subsurface investigations, legal limitations, and utility locations for the Site of the Project, and a written legal description of the Site.
- 4.2.3 *Drawings and Specifications.* Unless otherwise provided in the Contract Documents, the City shall furnish to the CM one (1) copy of the drawings and specifications for purposes of making reproductions.
- 4.2.4 *Legal Services.* The City shall furnish such legal services as may be necessary for providing the items set forth in Section 4.3 below and such auditing services as may be required.
- 4.3 **Approvals and Easements.** The City shall pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.
- 4.4 **Lines of Communication.** The City and the Architect shall communicate with the CM’s Subcontractors or suppliers only through the CM.
- 4.5 **Lines of Authority.** The City shall establish and maintain lines of authority for its personnel and shall provide this definition to the CM and all other affected parties.
- 4.6 **Architect’s Agreement.** The City shall retain an Architect for design and to prepare Construction Documents for the Project. The City shall provide the CM with a copy of the scope of services in the executed agreement between the City and the Architect, and any further modifications to the respective scope of services in the agreements.
- 4.7 **Faults or Defects.** If the City becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, the City shall provide prompt written notice to the CM and Architect, in accordance with Section 3.5.13 (*Warranty*) herein.

- 4.8 **Permitting and Code Inspections.** The CM shall recognize and fully cooperate and coordinate with the applicable permitting authorities throughout the Project.

ARTICLE 5. PERMITS, FEES, AND NOTICES

- 5.1 Unless otherwise provided in the Contract Documents, the CM shall secure and pay for building permits, fees, licenses, and inspections by government agencies necessary for the proper execution and completion of the Work that are customarily secured by a General Contractor.
- 5.2 The CM shall comply with and give notices required by applicable federal or state laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to the performance of the Work.
- 5.3 If the CM performs Work knowing it to be contrary to applicable federal or state laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the CM shall assume full responsibility for such Work and shall bear all costs attributable to correction, including, but not limited to, costs for reinspection of repaired or corrected Work.
- 5.4 Unless otherwise provided in the Contract Documents, the CM shall bear no responsibility to determine whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities; however, if the CM observes that portions of the Contract Documents are inconsistent therewith, the CM shall promptly provide written notice to the Architect and City and necessary changes shall be accomplished by appropriate modification.

ARTICLE 6. SUBCONTRACTS AND OTHER AGREEMENTS

- 6.1 **Bids.** Subject to Article 10 (*Cost of the Work*) and, in accordance with Section 3.5.4 (*Solicitation of Bids*) the CM shall request and receive bids from Subcontractors and suppliers and will award those contracts to the lowest qualified bidder after review of each bid with the City and Architect and all are satisfied that the Subcontractor/supplier is qualified to perform the Work or provide materials for the Project. Such bids shall be prepared in accordance with the following guidelines:
- 6.1.1 Those portions of the Work that the CM does not customarily perform with the CM's own personnel shall be performed under subcontracts or by other appropriate agreements with the CM. The CM shall obtain bids from Subcontractors, vendors, and consultants, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The CM shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the CM shall notify the City in writing as to the reason and offer suggestions, if any, to create trade interest.
- 6.1.2 The CM shall be responsible for coordinating with the Architect to gather and organize all necessary information and documents related to each individual bid package. As part of such preparation, the CM shall review the specifications and

drawings prepared by the Architect. Ambiguities, conflicts, or vague language, use of illegally restrictive requirements, and any other defects in the specifications or drawings shall be brought to the attention of the City and the Architect in written form.

- 6.1.3 The CM and the City's Representative shall mutually agree if and when to conduct a pre-bid conference with prospective bidders. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the solicitation, the CM shall transmit these to the City and Architect and, upon receiving clarification or correction in writing, shall prepare an addendum to the bidding document, and issue same to all prospective bidders.
 - 6.1.4 The CM shall deliver such bids to the City and the Architect with an indication as to which bids the CM intends to accept. The City reserves the right to review the CM's list of proposed Subcontractors or suppliers. Any advice of the Architect, or approval or objection by the City, shall not relieve the CM of its responsibility to perform the Work in accordance with the Contract Documents. The CM shall not be required to contract with anyone to whom the CM has a reasonable objection.
 - 6.1.5 If the City rejects a specific Subcontractor or supplier that (i) is recommended to the City by the CM; (ii) is qualified to perform that portion of the Work; and (iii) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, and the next bondable, qualified Subcontractor or supplier acceptable to the CM submitted a bid greater than the GMP budget for that Work item, then the City shall issue a Change Order adjusting the GMP by the difference between the bid of the Subcontractor or supplier recommended to the City and the amount of the subcontract or other agreement actually signed with the Subcontractor or supplier designated by the City.
- 6.2 **Subcontractual Relations.** By an appropriate written agreement, the CM shall require each Subcontractor to assume toward the CM all the obligations and responsibilities which the CM, by this Agreement, assumes toward the City and the Architect. Said agreements shall preserve and protect the rights of the City and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the CM shall require each Subcontractor to enter into similar agreements with their Sub-Subcontractor. Prior to the execution of a subcontract, the CM shall make available to each proposed Subcontractor a copy of the Contract Documents to which the Subcontractor will be bound and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with Contract Documents. Each Subcontractor shall similarly make copies of such documents available to their Sub-Subcontractors.
- 6.3 **Subcontract Requirements.** All subcontracts shall provide:
- 6.3.1 **LIMITATION OF REMEDY – NO DAMAGES FOR DELAY.** That the Subcontractor's exclusive remedy for delays in the performance of the subcontract caused by events beyond the Subcontractor's control, including delays claimed to be

caused by the City or the Architect or attributable to the City or the Architect and including claims based on breach of contract or negligence, shall be an extension of its contract time.

- 6.3.2 That in the event of a change in the scope of the Work, the Subcontractor's claim for adjustments to the contract sum is limited exclusively to its actual costs for such changes plus no more than fifteen percent (15%) for overhead and profit and bond costs.
- 6.3.3 That the Subcontractor expressly agrees that the foregoing constitutes the sole and exclusive remedies for delays and changes in the Work and thus eliminates any other remedies or claims for any increase in the subcontract price, damages, losses, or additional compensation.
- 6.3.4 That any claims by the Subcontractor for delay or additional cost must be submitted to the CM within the timeframe and in the manner in which the CM must submit such claims to the City, and that the Subcontractor's failure to comply with the conditions for providing notice and submitting claims shall result in the waiver of such claims.

ARTICLE 7. SCHEDULE; TIME OF COMMENCEMENT; SUBSTANTIAL COMPLETION

7.1 **Schedule.** At the time a GMP is established, as provided for in Article 8 (*Guaranteed Maximum Price for Construction*), a Substantial Completion date, Final Completion date, and a City occupancy date shall also be established by the Construction Team. The CM agrees to complete construction in accordance with the agreed upon Substantial Completion date, Final Completion date, and City occupancy date. The CM acknowledges that failure to complete the Project within the construction time set forth in the approved Project Schedule may result in substantial damages to the City, all for which the CM shall be liable. These liquidated damages are the sole remedy for delay but shall in no way be deemed a waiver of the City's right to any other legal remedies set forth in this Agreement.

7.2 Substantial Completion.

- 7.2.1 When the CM considers the Work, or designated portions thereof, substantially complete, the CM shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the CM to complete all Work in accordance with Contract Documents.
- 7.2.2 Upon receipt of the CM's list, the Architect will conduct an inspection to determine whether the Work is substantially complete. If the Architect's inspection discloses any item, whether or not included in the CM's list, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended purpose, the CM shall, before issuance of a Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the CM shall then submit a request for another inspection by the Architect to determine substantial completion.

- 7.2.3 When the Work is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the City and CM for security, maintenance, heat, utilities, damage to the Work, and insurance; and fix the time within which the CM shall finish all items on the list accompanying the Certificate.
- 7.2.4 The Certificate of Substantial Completion shall be submitted to the City and the CM for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety, if any, the City shall make payment of retainage applying to the Work. Such payments shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.
- 7.3 **Final Completion.** The CM shall monitor Subcontractor performance on the completion of the Project and provide notice to the City and Architect that the Work is ready for final inspection. The CM shall secure and transmit to the City, through the Architect, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books, including the CM's Certificate of Final Completion form, attached hereto as **Exhibit "C"** and made a part hereof by this reference.
- 7.4 **Liquidated Damages.** In the event the CM does not achieve the Substantial Completion upon the agreed upon date, the CM shall pay the City, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars (\$500.00) for each calendar day the actual time of performance exceeds the authorized Substantial Completion date for each separate GMP, as applicable.
- 7.5 **Occupancy Date.** The date of City occupancy shall occur as described in Section 3.5.12 (*Facilitate Occupancy*) herein.
- 7.6 **Effective Date of Warranties.** Warranties set forth in this Agreement or in the Contract Documents shall commence on the date of Substantial Completion of the Project. unless otherwise agreed to in writing by the City and the CM.

ARTICLE 8. GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

8.1 Establishing the GMP.

- 8.1.1 At a time to be mutually agreed upon by the City and the CM, the CM shall prepare a written GMP proposal for the City's review and acceptance. The GMP in the proposal shall be the sum of the CM's estimated Cost of the Work, the CM's Contingency as described in this Article 8 and the CM's Fee as described in Article 9 (*Construction Manager's Fees*).
- 8.1.2 The CM shall include with the GMP proposal a written statement of its basis, which shall include: a list of the drawings and specifications, additional documents that might have been used in the preparation of the GMP proposal, qualifications and assumptions, allowances, Cost of the Work, contingency, CM's Fee, and the anticipated date of Substantial Completion.

- 8.1.3 In preparing the GMP, the CM shall also include a contingency for the CM's exclusive use for those costs that are included in the GMP but are not otherwise allocated to another line item or included in a Change Order (the "CM's Contingency"). The CM's Contingency is intended to cover unforeseen expenses relating to construction and price increases attributable to any Code compliance reviews.
- 8.1.4 Following the acceptance of the proposed GMP, the City and the CM shall execute the GMP Amendment amending this Agreement, a copy of which the City shall provide to the Architect. The GMP Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.
- 8.1.5 The CM shall include in the GMP only those applicable taxes in the cost of the Project which are legally enacted at the time the GMP Amendment is executed.
- 8.2 **Adjustments to the GMP.** The GMP shall only be subject to modification for changes in the Work as provided in Article 11 (*Changes in the Work*). However, the actual price paid for the Work by the City shall be the lesser of: the actual cost of all Work necessary for the CM to complete the Project, including subcontracts, supply contracts, direct labor costs, direct supervision costs, plus direct job costs, as defined under Article 10 (*Cost of the Work*), plus the CM's fees; or the established GMP.
- 8.3 **CM's Contingency.** Expenditure of CM Contingency funds by the CM shall be done only with written approval of the City and agreement of the Construction Team. The CM will be required to furnish documentation evidencing expenditures charged to the CM's Contingency prior to the release of funds by the City. Documentation for use of the CM's Contingency shall be determined by the Construction Team and displayed monthly in the PMIS. The Architect shall verify the actual costs. If there are funds remaining in the CM's Contingency at the conclusion of the Project, said funds will be returned to the City through a deductive Change Order.
- 8.3.1 When the Project is bid and one hundred percent (100%) of the subcontracts have been executed, the CM's Contingency may be decreased in proportion to the percent of the Work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the Work has been completed and the City requests that the CM's Contingency be adjusted, then ten percent (10%) of the CM's Contingency will be removed from the GMP by Change Order up to a maximum of fifty percent (50%) of the initial GMP Contingency value.
- 8.3.2 During the buyout period of the subcontracts, at a point mutually agreed upon between the City and the CM, the actual Subcontractor costs (buyout) will be reviewed. If the total buyout exceeds the budgeted amount, the difference shall be drawn from the CM's Contingency; however, such events shall not result in an increase in the GMP. If the total buyout results in cost savings, those savings will be allocated to the CM's Contingency.

ARTICLE 9. **CONSTRUCTION MANAGER’S FEES**

- 9.1 **Compensation.** In consideration of the performance of the Agreement, the City agrees to compensate the CM with the fees as set forth herein.
- 9.2 **Preconstruction Phase Fee.** The City shall compensate the CM for services rendered during the Preconstruction Phase with a fixed Preconstruction Phase Fee of Forty-Seven Thousand Eight Hundred Fourteen Dollars and Thirty-Seven Cents (\$47,814.37). This Fee shall cover all costs associated with the CM’s performance of the limited Preconstruction Phase services as outlined in Article 3 (*Construction Manager’s Services*) herein and **Exhibit “A.”** The Preconstruction Phase Fee is inclusive of all direct and indirect costs, overhead, and profit related to the CM’s preconstruction responsibilities. No additional compensation shall be due for preconstruction services unless mutually agreed upon in writing by the City and the CM through contract amendment. Unless otherwise agreed in the Contract Document, payments for Preconstruction Phase services shall be made monthly in proportion to services performed.
- 9.3 **Construction Phase Fee.** Commencement of the Construction Phase shall occur upon the City’s written Notice to Proceed to the CM. The City shall compensate the CM for services rendered during the Construction Phase with a fixed Construction Phase Fee, which shall be determined and agreed upon at the establishment of the GMP. This Fee shall represent the CM’s compensation for overhead, profit, and all other costs associated with managing and administering the construction of the Project as defined in the Construction Documents.
- 9.3.1 *Payment.* Unless otherwise agreed in the Contract Document, payments for the Construction Phase Fee shall be made monthly in proportion to services performed. The first monthly payment shall become due thirty (30) days following the date of the Notice to Proceed by the City’s Representative and the final monthly payment shall be paid only when construction of the Project reaches Final Completion and is accepted by the City. If construction is authorized only for a part of the Project, the Fee paid shall be proportionate to the amount of Work authorized by the City.
- 9.3.2 *Adjustment in Fee.* For changes to the Project, as provided in Article 11 (*Changes in the Work*), the Construction Phase Fee shall be adjusted as follows:
- A. The CM shall be paid an additional fee, subject to negotiation, if the CM is placed in charge of reconstruction of an insured or uninsured loss, excluding any condition that may have been caused from negligent acts by the CM, Subcontractors, or anyone for whom the CM may be responsible.
- B. Should the construction duration for any phase extend longer than agreed upon by the parties, there shall be no additional Construction Phase Costs paid to the CM unless such delays are provided for and defined herein.
- 9.3.3 *Construction Manager’s Exclusive Remedy.* In the event the date of Substantial Completion or Final Completion is extended, regardless of whether delay is caused by any act or neglect of the City or the Architect, or is attributable to the City or the Architect, the CM’s sole and exclusive remedy is an extension of the Contract Time

and payment of additional Construction Phase Fees as provided under Section 9.3.2 above. If the delay is caused by an act or the neglect of the CM, no additional Construction Phase Fees will be due to the CM. If the CM is thirty (30) days or more behind schedule without the approval of the City, the invoice may be disputed by the City, which may delay the monthly payment of the Construction Phase Fee until the schedule is resumed and maintained. The CM acknowledges that it will not be entitled to invoice the monthly Fee until such time as the CM receives approval of the City of the updated schedule.

ARTICLE 10. COST OF THE WORK

10.1 **Compensation.** The City agrees to pay the CM for the Cost of the Work as defined in Section 2.4 (*Definitions*) and as provided for in this Article 10; however, in no event shall the City make payment in excess of the GMP. Such payment shall be in addition to the CM's Fees stipulated in Article 9 (*Construction Manager's Fees*). Invoices submitted under this Article 10 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Where, pursuant to the Contract Documents, any cost is subject to the City's approval, the CM shall obtain such approval in writing prior to incurring the cost. Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the City.

10.2 Direct Cost Items.

10.2.1 Labor costs.

- A. Wages or salaries of construction workers directly employed by the CM to perform construction of the Work at the Site or, with the City's prior approval, at off-Site workshops.
- B. Wages or salaries of the CM's supervisory and administrative personnel when stationed at the Site and performing Work, with the City's prior approval.
- C. Wages or salaries of the CM's supervisory and administrative personnel when performing Work and stationed at a location other than the Site, but only for that portion of time required for the Work, and, if applicable, limited to the personnel and activities listed in the GMP Amendment.
- D. Wages and salaries of the CM's supervisory and administrative personnel engaged at factories, workshops, or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- E. Costs paid or incurred by the CM, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits, and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subsections A through D above.

- F. If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, then the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a contract amendment.
- 10.2.2 *Subcontract costs.* Payments made by the CM to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.
- 10.2.3 *Cost of Other Materials and Equipment, Temporary Facilities, and Related Items.*
- A. Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not owned by the construction workers that are provided by the CM at the Site and fully consumed in the in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project Site less the value of the items when it is no longer used at the Project Site. Costs for items not fully consumed by the CM shall mean fair market value.
 - B. Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the CM at the Site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the CM or by a third party shall be subject to the City's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.
 - C. Costs of removal of debris from the Site of the Work and its proper and legal disposal.
 - D. Costs of the CM's Site office, including general office equipment and supplies.
 - E. Costs of materials and equipment suitably stored off the Site at a mutually acceptable location, subject to the City's prior approval.
- 10.2.4 *Miscellaneous Costs.*
- A. Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Agreement.
 - B. Costs for self-insurance, for either full or partial amount of the coverages required by the Contract Documents, with the City's prior approval.
 - C. Costs for insurance through a captive insurer owned or controlled by the CM, with the City's prior approval.
 - D. Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the CM is liable.
 - E. Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the CM is required by the Contract Documents to pay.

- F. Fees of laboratories for tests required by the Contract Documents; except those related to defective or conforming Work for which reimbursement is excluded under the Contract Documents, and which do not fall within the scope of Section 10.2.5.A. below.
- G. Costs for communications services, electronic equipment, and software, directly related to the Work and located on the Site, with the City's prior approval.
- H. Costs relating to document reproductions and delivery charges.
- I. Deposits for lost causes other than the CM's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- J. Legal, mediation, and arbitration costs, including attorneys' fees, other than those arising from disputes between the City and the CM, reasonably incurred by the CM after the execution of this Agreement in the performance of the Work and with the City's prior written approval, which shall not be unreasonably withheld.
- K. Expenses incurred in accordance with the CM's standard written personnel policy for relocation and temporary living allowances of the CM's personnel required for the Work, with the City's prior approval.
- L. That portion of the reasonable expenses of the CM's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

10.2.5 *Other Costs.*

- A. The cost of correcting damaged or defective of non-conforming Work (or any resultant delay to the Contract Time) executed by the CM, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the CM, and only to the extent that the cost of repair or correction is not recovered by the CM from insurance, sureties, Subcontractors, suppliers, or others.
- B. Other costs incurred in the performance of the Work, with the City's prior approval.

10.3 **Costs Not to be Reimbursed.** The Cost of the Work shall not include the items listed below:

- 10.3.1 Salaries and other compensation of the CM's personnel stationed at the CM's principal office or offices other than the Site office, except as specifically provided in Section 10.2.1 above, or as may be specifically provided in the Contract Documents.
- 10.3.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the CM or paid to any Subcontractor or vendor, unless the City has provided prior written approval.
- 10.3.3 Expenses of the CM's principal office and offices other than the Site office.

- 10.3.4 Overhead and general expenses, except as may be expressly included in Section 10.2 (*Direct Cost Items*) or otherwise provided in the Contract Documents.
- 10.3.5 The CM's capital expenses, including interest on the CM's capital employed for the Work.
- 10.3.6 Except as provided in Section 10.2.5.A. of this Agreement, costs due to the negligence or failure to fulfill a specific responsibility of the Agreement by the CM, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
- 10.3.7 Any cost not specifically and expressly described in Section 10.2 (*Direct Cost Items*) or otherwise specifically included in the Contract Documents.
- 10.3.8 Costs, other than costs included in Change Orders approved by the City, that would cause the GMP to be exceeded.
- 10.3.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 11. CHANGES IN THE WORK

11.1 **Change Orders.** The City may, without invalidating the Agreement, order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions. All changes in the Work not covered by an authorized contingency shall be authorized by Change Order signed by the City before the change is implemented. The CM may be entitled to an equitable adjustment in the Contract Time and/or GMP as a result of changes in the Work.

11.1.1 *Determining GMP Adjustments from Change Orders.* Adjustments to the GMP resulting from a change in the Work after the execution of the GMP Amendment shall be determined in one or more of the following ways:

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the City and/or Architect.
- B. Unit prices stated in the Contract Documents or subsequently agreed upon.
- C. Cost, as defined in Article 10 (*Cost of the Work*) herein, and a mutually acceptable fixed or percentage fee.
- D. As provided in Section 11.1.2 below.
- E. Should any costs be required for the design of an alternative system that would be advantageous to the Project and result in a deductive Change Order, the CM shall include the Architect's projected cost for redesign services so the City can make proper assessment of the cost of such change. Payment for such additional services, if any, shall be made if approved by the City.

11.1.2 *Proceeding in Absence of Agreement.* If an agreement on the cost determination method as set forth in Section 11.1.1 above cannot be reached, the CM shall, upon receipt of a written directive signed by the City, promptly proceed with the change in

the Work specified. The cost of such Work shall subsequently be determined based on the reasonable expenditures and savings of those performing the Work as directly attributed to the change. However, if a Change Order is issued under these conditions, the Architect will establish an estimated Cost of the Work, and the CM shall not perform any Work whose cost exceeds that estimate without prior written approval by the City.

- 11.1.3 *Itemized Accounting on Change Orders.* In the event of a change in Project pursuant to Sections 11.1.1 or 11.1.2 above, the CM shall maintain and submit an itemized accounting of the increase in the Cost of the Work, along with supporting documentation, in a format prescribed by the City.
- 11.1.4 *Net Cost Decrease Adjustments.* For any changes resulting in a net decrease in the Cost of the Work, the GMP shall be reduced by the amount of the actual net decrease. The CM shall allow the City the full benefit of any savings resulting from deletions or scope reductions.
- 11.1.5 *Equitable Adjustments for Significant Quantity Changes.* If unit prices are specified in the Agreement or subsequently agreed upon, and if the quantities of units originally anticipated are significantly altered in a proposed Change Order, resulting in the application of the agreed unit prices creating a substantial inequity to either the CM or the City, the applicable unit prices and the GMP shall be adjusted in a fair and equitable manner.

11.2 Claims for Additional Cost or Time.

- 11.2.1 All claims for additional cost or time shall be made by request for Change Order as provided in Article 17 (*Notice of Claim; Waiver of Remedies*).
- 11.2.2 If the CM is delayed at any time in the progress of the Work by: (A) any act or neglect of the City, the Architect, or any of their respective employees; (B) changes ordered in the Work, provided the Change Orders are properly authorized and approved; (C) labor disputes, fire, unusual delays in deliveries, unavoidable casualties, or other causes beyond the CM's control; (D) delays authorized by the City pending resolution of disputes; or (E) other causes that the CM identifies and the Architect deems to justify the delay, and if the delay results in an extension of the completion date, then the Contract Time shall be extended by Change Order for such reasonable time as the Construction Team may determine; provided, however, the GMP shall not be increased except for the additional fees set forth in Section 9.3 (*Construction Phase Fee*). It is the express and bargained-for intent of the parties that the risk of any monetary damages caused by any delays from any cause are accepted and assumed entirely by CM, and in no event shall any claim relating thereto for an increase in the GMP be made or recognized, except for the additional fees set forth in Section 9.3 (*Construction Phase Fee*).
- 11.2.3 Time extensions shall only be granted for delays that demonstrably affect the critical path of the construction schedule, thereby impacting the Project's overall completion

date. Neither the City nor the CM shall have exclusive ownership or entitlement to the schedule float time.

- 11.3 **Minor Changes in the Work.** The City and/or Architect may order minor changes in the Work not involving an adjustment in the GMP or an extension of the Contract Time and which are not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written directive. The documentation of changes shall be determined by the Construction Team, included in the Project Manual, and displayed monthly in the PMIS. Such minor changes in the work shall be approved by the City and Architect.
- 11.4 **Emergencies.** In any emergency affecting the safety of persons or property, the CM shall act at its discretion to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the CM resulting from an emergency shall be determined as provided in this Article 11 and Article 17 (*Notice of Claim; Waiver of Remedies*).

ARTICLE 12. DISCOUNTS AND PENALTIES

- 12.1 Any discounts for prompt payment shall accrue to the City to the extent the cost of the item(s) purchased is paid directly by the City or from a fund made available by the City to the CM for such payments. To the extent the cost associated with the Project is paid with funds of the CM, all cash discounts shall accrue to the CM. Any trade discounts, rebates, commissions, and refunds, and all returns from the sale of surplus materials and equipment, shall be credited as a deduction from the cost of the Project. Any penalties incurred due to the fault of the CM for late payment will be paid by the CM and shall not be included in the Cost of the Work.

ARTICLE 13. PAYMENTS TO THE CONSTRUCTION MANAGER

- 13.1 **Construction Manager's Payment Rights.** All payments for construction services shall be governed by and made in accordance with Florida's Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*).
- 13.2 **Monthly Statements.** The CM shall submit to the City on a monthly basis a sworn pay request, along with the cost reports required under Section 3.2.3.D. (*Project Accounting Subsystem*), showing in detail all monies paid out, costs accumulated, or costs incurred during the previous monthly period, and the amount of the CM's Fees due as provided in Article 9 (*Construction Manager's Fees*). This data shall be attached to an Application for Payment form, if provided by the City.
- 13.3 **Retainage.**
- 13.3.1 Five percent (5%) retainage shall be held on all payments, unless otherwise provided by law; however, the City may approve full payment to certain suppliers and Subcontractors when such payment is generally the practice of the industry. In such cases, if the City makes any payment of retainage to the CM that is attributable to the labor, services, or materials supplied by one or more Subcontractors or suppliers, the

CM shall timely remit payment of such retainage to those Subcontractors and suppliers.

- 13.3.2 Retainage shall not be withheld on services or fees set forth in Article 9 (*Construction Manager's Fees*) nor for amounts attributable to bonds, insurance, and permitting costs, as these are the sole responsibility of the CM to pay. Payments by the City to the CM shall be made as described in this Article 13. As a condition to application for a monthly partial pay requisition, the CM agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.
- 13.4 **Final Payment.** Final payment, constituting the entire unpaid balance of the Cost of the Work and the CM's Fees, shall be due and payable after the City has accepted occupancy of the Project, provided the Project is finally completed, that the CM has verified by signature that it has completed all items required by the Contract Documents, and that this Agreement has been finally performed. However, if there should remain Work to be completed, the CM and the Architect shall list those items prior to receiving final payment and the City may retain a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished Work and portion of the CM's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the City shall pay monthly to the CM the amount retained for each incomplete item after each of said items is completed.
- 13.5 **Payments to Subcontractors.** The CM shall promptly, within ten (10) days after receipt of payment from the City, pay all the amounts due to Subcontractors, less a retainage of five percent (5%). If there should remain items to be completed, the CM and the Architect shall list those items required for completion and the CM shall require the retainage of a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the CM shall pay monthly to the Subcontractors the amount retained for each incomplete item after each of said items is completed. Before issuing final payment without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instructions for the City's operating and maintenance personnel is complete.
- 13.6 **Payments for Materials and Equipment.** Payments will be made for materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or another location that is adequately insured to protect the City's assets, subject to prior approval and acceptance by the City on each occasion.
- 13.7 **Withholding Payments to Subcontractors.** The CM shall not withhold payments to Subcontractors if such payments have been made to the CM. Should this occur for any reason, the CM shall immediately return such monies to the City, adjusting pay requests and Project bookkeeping as required.

ARTICLE 14. INSURANCE, INDEMNITY, AND WAIVER OF SUBROGATION

14.1 **Indemnity.** To the fullest extent permitted by law, the CM shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees and costs through appeal, but only to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CM and/or persons employed or utilized by the CM in the performance of this Agreement. The City shall be entitled to recover actual reasonable attorneys' fees and reasonable court costs and all other costs, expenses, and liabilities incurred and/or suffered by the City in any action brought to enforce all or any part of this Section. The CM's obligations under this Section shall in no way limit the City's other rights and remedies under this Agreement. Nothing herein shall be interpreted to constitute a waiver of sovereign immunity of the City, as set forth in § 768.28, *Florida Statutes*.

14.2 **Construction Manager's Insurance.** The CM shall not commence any construction Work in connection with this Agreement until all required insurance policies have been obtained and approved by the City. Similarly, the CM shall not permit any Subcontractor to commence Work until the Subcontractor has obtained and received approval for all required insurance. All insurance policies shall be issued by insurers that are qualified and authorized to do business in Florida. The CM's failure to maintain coverage as required herein shall not relieve the CM of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the City's approval of insurance coverage to be maintained by the CM and any Subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CM and the Subcontractors under a contract.

14.2.1 *Insurance Type and Limits.*

A. *Workers' Compensation Insurance.* The CM shall procure and maintain, for the duration of this Agreement, Workers' Compensation Insurance for all employees involved in the Project. If any portion of the Work is subcontracted, the CM shall require the Subcontractor to provide Workers' Compensation Insurance for all the Subcontractor's employees unless such employees are covered under the CM's policy. All such insurance shall comply with the requirements of Florida's Workers' Compensation Law. If any class of employees engaged in hazardous Work at the Project Site is not covered under the Workers' Compensation statute, the CM shall provide adequate insurance, satisfactory to the City, to protect those employees not otherwise covered.

B. *Public Liability and Property Damage Insurance.* The CM shall procure and maintain, for the duration of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect the CM against claims for personal injury, including accidental death, as well as claims for property damage arising from operations conducted under this Agreement. Such insurance coverage shall apply to the CM and all parties directly or indirectly employed by the CM. The minimum coverage limits shall be as follows:

- i. *General Liability*: \$1,000,000.00 each occurrence. *General Aggregate*: Two Million Dollars (\$2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy.
 - ii. *Automobile Liability Coverages*. \$500,000.00 Each Occurrence
 - iii. *Excess Liability, Umbrella Coverage*.
- C. *Subcontractor's Public Liability and Property Damage Insurance*. The CM shall either require each Subcontractor to procure and maintain, for the duration of the subcontract, insurance coverages of the type specified above or insure the activities of the Subcontractors in the CM's policy, as specified above, except Excess Liability, Umbrella Form for Subcontractors may be reduced upon written consent or approval of the City.
- D. *Explosion, Collapse, Underground Damage ("XCU")*. The CM's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.
- E. *Products and Completed Operations Coverages*. The CM's Liability Policy shall include Broad Form Property Damage Coverage, Products, and Completed Operations Coverages. The Products and Completed Operations portions of the liability coverage shall extend for a period of two (2) years after the final acceptance of the Project by the City.
- F. *Contractual Liability Work Contracts*. The CM's Liability Policy shall include Contractual Liability Coverage designed to protect the CM against contractual liabilities assumed by the CM in the performance of this Agreement.
- G. *Builder's Risk Coverage*. The CM shall procure and maintain, for the duration of this Agreement, a Builder's Risk Policy providing coverage equal to one hundred percent (100%) of the GMP. The policy shall be written on a completed value form and shall be on an "All-Risk" basis, including theft. The policy shall include coverage for materials, equipment, and supplies stored on-Site, off-Site, and in transit, and shall remain in effect until the Project is completed and formally accepted by the City. The CM shall be solely responsible for any deductible amounts associated with claims made under the Builder's Risk Insurance. The City shall be named as a loss payee on the policy.
- 14.2.2 *Certificate of Insurance*. The CM shall provide the City with a certificate of insurance evidencing the required coverage prior to commencing any Work under this Agreement. The policy shall name the "City of Mount Dora" as an additional insured and provide that the policy may not be materially altered or cancelled without at least thirty (30) days' prior written notice to the City.

14.3 **Waiver of Subrogation.**

- 14.3.1 The City and the CM waive all rights against each other for damages caused by perils covered by insurance provided under Section 14.2 above to the extent covered by

such insurance except such rights as either party may have to the proceeds of such insurance held by the City and CM as trustees. The CM shall require similar waivers from all Subcontractors at all tiers.

- 14.3.2 The City and CM waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CM shall require similar waivers from all Subcontractors at all tiers.
- 14.3.3 The City waives subrogation against the CM on all property and consequential loss policies carried by the City on adjacent properties and under property and consequential loss policies purchased for the Project after construction is complete.
- 14.3.4 If the policies of insurance referred to in this Article 14 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the parties shall cause them to be so endorsed. Failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 15. TERMINATION; CITY’S RIGHT TO PERFORM CM’S OBLIGATIONS

15.1 **Termination by the CM.** The CM may terminate this Agreement upon seven days’ (7) written notice to the City if, through no fault of the CM, a Subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, any of the following occurs: (1) the Work is suspended for a period of thirty (30) consecutive days by order of any court or other public authority having jurisdiction, or as a result of a government act—such as, for example, a declaration of a national emergency rendering materials unavailable; or (2) the Work is suspended for a period of sixty (60) consecutive days as a result of the City’s failure to make timely payments to the CM as required under this Agreement or the City’s repeated failure to fulfill the City’s obligations under the Contract Documents with respect to matters important to the progress of the Work. In the event of termination, the CM shall be entitled to payment for all Work performed up to the date of termination, including the unpaid pro-rata portion of the CM’s Fee on the completed Work. This payment shall be the CM’s sole remedy for any termination, whether for convenience or cause by either Party.

15.2 City’s Right to Perform CM’s Obligations; Termination by City for Cause.

15.2.1 *City’s Right to Perform.* If the CM fails to fulfill any obligations under this Agreement, including obligations to perform Work using the CM’s own forces or Subcontractors, the City may, upon providing seven (7) days’ written notice to the CM, remedy such deficiencies. The cost incurred by the City to address and correct these deficiencies shall be deducted from the GMP or the actual cost of the Project, whichever is less. In addition, the CM’s Construction Phase Fee shall be reduced by an amount sufficient to account for the management of corrective actions taken to resolve the deficiencies.

15.2.2 *For Cause.*

- A. The occurrence of any one of the following events shall constitute a “For-Cause Event” by the CM under this Agreement. If the CM:
- i. Is adjudged bankrupt;
 - ii. Makes a general assignment for the benefit of the CM’s creditors;
 - iii. Has a receiver appointed on account of the CM’s insolvency;
 - iv. Repeatedly refuses or fails—except in cases for which extension of time is provided—to supply enough properly skilled workers or proper materials;
 - v. Fails to maintain an established schedule which has been adopted by the Construction Team by allowing any activity on the critical path to fall forty-five (45) days or more behind such schedule;
 - vi. Fails to make prompt payments to Subcontractors in accordance with the respective agreements between the CM and the Subcontractors or their suppliers;
 - vii. Repeatedly disregards applicable federal or state laws, rules, ordinances, regulations, codes or lawful orders of any public authority having jurisdiction;
 - viii. Refuses to allow public access to any documents, papers, letters, or other material made or received by the CM in conjunction with this Agreement that are subject to the provisions of Chapter 119, *Florida Statutes*, as provided in Section 18.5 (*Public Records*); or
 - ix. Is otherwise in breach of a material provision of this Agreement.
- B. Under any of the above referenced circumstances, the City may, without prejudice to any right or remedy of the City and after providing the CM and the CM’s surety, if any, seven (7) days’ written notice, terminate this Agreement and may, subject to any prior rights of the surety, take possession of the Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CM, and may finish the Project by whatever reasonable method the City may deem expedient.
- C. If the City terminates this Agreement for cause pursuant to this Section 15.2, the CM shall not be entitled to receive further compensation until the Work is finished. If the unpaid balance of the GMP exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, such excess shall be paid to the CM. If such costs and damages exceed the unpaid balance, the CM shall pay the difference to the City. Reasonable termination expenses incurred by the City may be deducted from any unpaid balance owed to the CM, excluding monies owed to the CM for subcontract Work.

- D. If any termination by the City is later determined to have been improper or unjustified, such termination shall nonetheless be deemed and considered for all purposes a termination without cause and treated as a termination under Section 15.3 below.

15.3 Termination by City for Convenience.

15.3.1 The City may, at any time, terminate this Agreement for the City's convenience and without cause. Upon receipt of the City's written notice of termination for convenience, the CM shall:

- A. Cease operations as directed by the City in the notice;
- B. Take actions necessary, or as directed by the City, to protect and preserve the Work; and
- C. Except for Work directed to be performed prior to the effective date of termination, terminate all existing subcontracts and purchase orders and refrain from entering into any further subcontracts and/or purchase orders.

15.3.2 In the event of the City's termination for convenience, the City shall pay the CM for Work properly executed up to the effective date of termination and reasonable costs incurred by reason of such termination.

ARTICLE 16. ASSIGNMENT; GOVERNING LAW; VENUE; WAIVE JURY TRIAL

16.1 **Assignment.** Neither party shall assign its interest in this Agreement without the prior written consent of the other except as to the assignment of proceeds.

16.2 **Governing Law; Venue; Waiver of Jury Trial.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in the state or federal courts having jurisdiction in Lake County, Florida. **THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM, ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

ARTICLE 17. NOTICE OF CLAIM; WAIVER OF REMEDIES

17.1 **Governing Provisions.** The CM's right to make claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the City of the costs, damages, or losses because of changed conditions under which the Work is to be performed, or for additional Work, shall be governed by the following provisions:

- 17.1.1 All claims must be submitted as a request for Change Order in the manner specified herein;
- 17.1.2 The CM must submit a Notice of Claim to the City within twenty (20) days of the CM becoming aware of the occurrence or condition giving rise to the claim;

- 17.1.3 Within ten (10) days of submitting its Notice of Claim, the CM shall submit to the City a request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- 17.1.1 The CM agrees that the City shall not be liable for any claim that the CM fails to submit as provided in this Article 17.
- 17.1.2 In the event of a material change in the scope of work, the CM's claim for adjustments in the contract price are limited exclusively to its actual costs for such changes plus profit as identified in Article 9 (*Construction Manager's Fees*).
- 17.2 **Determination of Claim.** After receipt of a Notice of Claim and request for Change Order, the City, in consultation with the Architect, shall deliver to the CM its written determination of the claim. The City's written decision shall be final agency action.

ARTICLE 18. MISCELLANEOUS

- 18.1 **Harmony.** The CM acknowledges and agrees to exert every reasonable and diligent effort to ensure that all labor employed by the CM and Subcontractors for Work on the Project shall work in harmony and be compatible with all other labor being used by building and construction contractors now or hereafter on the Site of the Project. The CM further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Contractor's own subcontracts; provided, however, that this provision shall not be interpreted or enforced to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.
- 18.2 **Dispute Resolution.** In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the parties agree to first attempt to resolve the matter through good faith negotiations, as provided in Article 17 (*Notice of Claim; Waiver of Remedies*). Any party may initiate the negotiation process by providing written notice to the other party, outlining the nature of the dispute. If the parties are unable to resolve the dispute within thirty (30) days of such notice, either party may proceed to resolve the matter through litigation in a court of competent jurisdiction as defined in Section 16.2 (*Governing Law; Venue; Waiver of Jury Trial*). Each party reserves all rights and remedies available under applicable law.
- 18.3 **CM's Project Records/Audit.** Throughout the term of this Agreement, the CM shall maintain, and require Subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such Records shall be available at all reasonable times for examination and audit by the City, or any authorized City representative, upon reasonable notice and shall be maintained for the longer of (i) five (5) years following final payment or (ii) the conclusion of all audits and litigation (including all appeals) arising out of or relating to this Agreement. Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of

the City. The CM's refusal to comply with the provisions of this Section 18.3 may be grounds for termination for cause by the City.

18.4 **Consequential Damages.** The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this Project.

18.5 **Public Records.**

18.5.1 Pursuant to § 119.0701, *Florida Statutes*, the CM agrees to:

- A. Keep and maintain public records in the CM's possession or control in connection with the CM's performance of services under this Agreement.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- C. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to the City.
- D. Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the City, all public records in the CM's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, the CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Provide the City, upon request from the City's custodian of public records and in a format compatible with the City's information technology systems, all records stored electronically.

18.5.2 **IF THE CM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N., BAKER ST., MOUNT DORA, FL 32757.**

18.5.3 Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

18.5.4 Any compensation due to the CM shall be withheld until all applicable records are received as provided herein. The CM's refusal to comply with the provisions of this Section 18.5 shall be grounds for immediate termination for cause of this Agreement by the City.

- 18.6 **Severability.** In the event any provision hereof is determined by a court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.
- 18.7 **Waiver.** No failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.
- 18.8 **Notice.** All notices required and/or made pursuant to this Agreement shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:
- CITY: City of Mount Dora
Attn: City Manager
510 N. Baker Street
Mount Dora, Florida 32757
- Copy to:* Patrick Brackins, Esq.
Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Center Pkwy, Suite 100
Maitland, Florida 32751
- CONTRACTOR: Charles Perry Partners, Inc.
Attn: Jason Morgan
200 E. Palm Valley Dr., Suite 2000
Oviedo, Florida 32765
- 18.9 **Modification.** No modification, amendment, or alteration to the terms or conditions of this Agreement shall be effective unless contained in a written document executed by the parties.
- 18.10 **Headings.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.
- 18.11 **Joint Authorship.** This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.
- 18.12 **E-Verify.** In accordance with § 448.095, *Florida Statutes*, the City requires all contractors and subcontractors doing business with the City to register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The CM hereby affirms that it is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees and shall continue to do so throughout the term of this Agreement. Upon request, the CM shall

provide evidence of such registration and compliance. The CM shall obtain from all Subcontractors an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien, in accordance with § 448.095, *Florida Statutes*, as may be amended. The CM shall retain a copy of such affidavits for the duration of this Agreement and provide copies to the City upon request. The CM acknowledges that failure to comply with this Section 18.12, including failure to secure and retain Subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

- 18.13 **Scrutinized Companies.** In accordance with § 287.135, *Florida Statutes*, the CM hereby certifies that it is not engaged in a boycott of Israel, is not on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, and, to the extent not preempted by Federal law, has not been engaging in business operations in Cuba or Syria. At the City's option, this Agreement may be terminated if such certification is false, or if, during the term of this Agreement, the CM is placed on any of the above-described Scrutinized Companies Lists, or, to the extent not preempted by Federal law, engages in business operations in Cuba or Syria.
- 18.14 **Public Entity Crime.** In accordance with § 287.133, *Florida Statutes*, no person or affiliate, as defined therein, shall be allowed to contract with the City, nor be allowed to enter into a subcontract for Work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. The CM hereby certifies that neither the CM nor any of the CM's affiliates or Subcontractors are on the convicted vendor list. The CM shall notify the City immediately if the CM, or any affiliate or Subcontractor, is placed on the convicted vendor list during the term of this Agreement. The CM acknowledges that failure to comply with this Section 18.14 may result in termination of this Agreement and other penalties as provided by law.
- 18.15 **Human Trafficking.** The CM hereby certifies that it does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that the CM has provided to the City the Human Trafficking Affidavit, attached hereto as **Exhibit "D"**, and incorporated herein by reference.
- 18.16 **Equal Opportunity Employer.** The CM certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. The CM agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to this Agreement and will take reasonable steps to ensure compliance with such provision by its Subcontractors.
- 18.17 **Drug-Free Workplace.** The CM hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. The CM agrees to maintain a drug-free workplace throughout the term of this Agreement and will provide evidence of such compliance upon request by the City.

- 18.18 **Use of City Logo, Name, Seal, Flag and/or City Letterhead.** The CM may only use the City's name, logo, seal, and/or flag with the City's express written permission and in a manner consistent with any City policy related to the same. In addition, the CM shall not use the City's letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the City's express written permission.
- 18.19 **Survival.** Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement shall survive the expiration of the Agreement and shall remain in full force and effect unless and until the terms or conditions are completed.
- 18.20 **Entire Agreement.** This Agreement, including the Exhibits hereto, constitutes the entire agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- 18.21 **Non-Discrimination; Federal Wages.** The CM, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) the CM shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this Section 18.21, the City shall have the right to terminate this Agreement for cause. If this Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, the CM shall be required to comply with the same.
- 18.22 **Non-Collusion.** Execution of this Agreement by the CM shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more firms over other firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with City may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the Contractor list(s), and/or debarment or suspension from doing business with the City.
- 18.23 **No Contingent Fee; Conflict of Interest.** The CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, 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 CM, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this Section 18.23, the City shall have the right to terminate this Agreement without liability

and, at the City’s discretion, deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration. The CM further warrants that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with its performance of services as contemplated herein. The CM further represents that no person having any such interest shall be employed to perform the services.

- 18.24 **Electronic Signatures.** 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]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement for Construction Management Services, effective this 18th day of February 2025.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

[additional signatures on following page]

CHARLES PERRY PARTNERS, INC.

By: [Signature]
Print: JASON MORGAN
Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged and sworn before me by means of [☒] physical presence or [☐] online notarization of Jason Morgan, as Vice President of Charles Perry Partners, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 12th day of February, 2025.

(stamp)



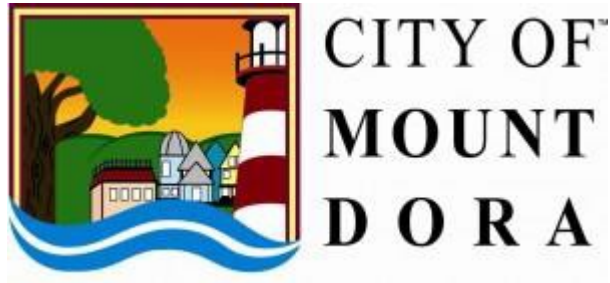
[Signature: Susan M. King]
NOTARY PUBLIC

EXHIBIT A
CITY OF MOUNT DORA RFQ #24-GS-019

Exhibit "A"

Request for Qualification

RFQ# 24-GS-019



Construction Manager at Risk (CMAR) Services- Community Resource & Recreation Center

Whitney Donovan
Purchasing Coordinator

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Qualifications, via electronic submission, under **RFQ #24-GS-019**. Qualifications will be received **until 2:00 p.m. on September 30, 2024** for:

RFQ #24-GS-019
“CONSTRUCTION MANAGER AT RISK (CMAR)
SERVICES – COMMUNITY RESOURCE &
RECREATION CENTER”

Documents are available at www.mountdora.gov and at www.demandstar.com.

A mandatory pre-proposal conference will be held on August 22, 2024, at 01:00 PM, and will be held in the Council Chambers, 510 North Baker Street, Mount Dora, Florida 32757.

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

This Public Notice is posted in the City of Mount Dora City Hall and on the following websites: www.mountdora.gov and www.demandstar.com.

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

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up to date package. The Bidder is responsible for verifying they have received all Bid Addenda. For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Contractor may be used interchangeably.

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

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora (herein after, "City") has issued this Request for Qualifications (hereinafter, "**RFQ**") with the sole purpose and intent of obtaining qualifications from interested and qualified individuals or firms offering to provide **CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES – COMMUNITY RESOURCE & RECREATION CENTER**. A proposer may be referred to herein as the "Contractor, Proposer or Respondent" either with capitalization or without.

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

B) Background

The City serves an area of 12.26 square miles with a population of approximately 17,843. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

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

C) Inquiries

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

The only official answer or position of the City will be stated in writing from finance donovanw@mountdora.gov. Questions asked, along with the answers rendered will be electronically distributed to all firms registered for this solicitation and additionally, posted on the City website (www.mountdora.gov) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

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

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

E) Pre-Bid/Pre-Proposal Conference

- ☒ A mandatory pre-proposal conference will be held on August 22, 2024, commencing promptly at 01:00 p.m., and will be held in the Council Chambers, 510 North Baker Street, Mount Dora, Florida 32757.

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

F) Projected Timetable

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

Event	Date
Advertise RFQ	August 02, 2024
Mandatory Pre-Proposal Meeting	August 22, 2024 @ 01:00 p.m.
Last Date for Receipt of Written Questions	September 05, 2024
Addendum Issued (If Applicable)	September 11, 2024
RFQ Opening (Zoom)	September 30, 2024 @ 2:00 p.m.
Evaluation Committee to Shortlist	October 10, 2024 @ 2:00 p.m.
Shortlisted Firm Presentations/Interviews (if requested)	October 17, 2024 11:00 a.m. – 03:00 p.m.
Evaluation Committee to Recommend	October 17, 2024 03:30 p.m.
Notice of Recommendation	October 17, 2024
City Council Approval (anticipated)	November 05, 2024

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

2) GENERAL DESCRIPTION OF SPECIFICATIONS/SCOPE OF WORK

Purpose

The City of Mount Dora is soliciting responses to this Request for Qualifications (**RFQ**) from qualified individuals or firms to provide professional Construction Management at Risk (CMAR) services for the City's Community Resource & Recreation Center. The center will be located at 1010 E Lincoln Ave., Mount Dora FL 32757. The construction budget for this project is approximately \$15 million. Construction plans are 100% complete at this time.

The successful CMAR will serve as the City's representative and work with the City's contracted Engineer of Record. The City will require the CMAR to provide minor pre-construction services such as, but not limited to, value engineering, analysis of the design documents for constructability, coordination, detailing, materials, systems (electrical, mechanical, life safety, communications etc.), and development of a Guaranteed Maximum Price (GMP) proposal based on 100% Construction Documents.

The cost of the work will include all costs related to completing the work, including a proposed percentage fee for overhead and profit, which will be negotiated within a not-to-exceed percentage for the project. The CMAR will be required to seek competitive bids for all subcontracted work and materials, which will be included as part of the GMP. If needed the City's Purchasing Division will work closely with the CMAR to establish a procedure to be used for soliciting and selecting subcontractors as well as material suppliers. When applicable, the City anticipates the lowest priced, responsive and responsible subcontractors will be selected.

Proposers shall be capable of obtaining and providing performance and payment bonds for up to 100% of an accepted GMP amount. A letter documenting bonding capacity from a highly rated Surety will be required to be submitted in the response to this **RFQ**. Not submitting a letter confirming bonding capacity may result in your proposal being deemed non-responsive and disqualified.

SERVICES TO BE PROVIDED:

Preconstruction Work Scope:

Meetings. CMAR will attend Project Team meetings with the City and the Project Engineer at regularly scheduled intervals throughout the Preconstruction Phase. According to the phase, frequent (weekly/bi-weekly) Project Team meetings are anticipated prior to the City's acceptance of the Guaranteed Maximum Price. The City anticipates up to three (3) meetings will be needed for pre-construction related services.

Timeline. CMAR will prepare an estimating and permitting timeline outlining the tasks required during the Preconstruction phase.

Estimates/Estimating - Design Development: CMAR will prepare an updated Estimate based on the completed drawings and specifications within (30) calendar days of receipt of drawings and specifications.

100% Construction Documents: CMAR will prepare an estimate based on drawings and specifications within (30) calendar days of receipt of drawings and specifications. Any significant deviations relative to quantities, costs and schedule will be identified along with a suggested action plan to align the project with the budget. The estimate will be a detailed and comprehensive exercise narrowing the scope of assumptions and qualifications.

Guaranteed Maximum Price (GMP) Estimate – 100% Construction Documents: The CMAR shall submit the Guaranteed Maximum Price Estimate within (45) calendar days of receipt of drawings and specifications for the project. The Estimate will be a summary of general conditions, general requirements, insurances, bonds, fees, costs of the work and actual subcontractor proposals tabulated with detailed scope completeness and accuracy, along with assumptions and qualifications.

Value Analysis and Constructability. Concurrent with each estimate, CMAR will submit a detailed list of value engineering options, complete with estimated costs and schedule impacts. CMAR shall also provide the City with continual input addressing constructability, availability of materials and qualified trades for specialized systems, comparative cost/benefit analyses for various building systems, construction means and methods and budget/schedule impact as specific phases of the overall design are developed in order to ensure the development and completion of Contract Documents within the budget and schedule limitations.

Subcontractor Bid Package & Procurement. CMAR will develop comprehensive and competitively bid packages for each construction trade during the GMP subcontractor bidding. The City Purchasing Division shall approve the process used by the CMAR for noticing, accepting and awarding sub- contracts for each of the trades. CMAR shall select at least three (3) qualified subcontractor bidders; shall diligently work to include quotes from qualified local area businesses; identify long-lead delivery materials and equipment; work with the City to identify qualified vendors and complete subcontractor and vendor negotiations after GMP approval and the construction services agreement is finalized. If applicable, the successful Contractor agrees that prior to issuance of any construction bidding that any/all grant funding program managers will be provided general draft bid documents for review.

Construction Work Scope

Following negotiation of a GMP and execution of a Construction Services Agreement with a Guaranteed Maximum Price (GMP) the Construction Manager shall become the General Contractor.

CMAR shall become the Construction Manager (CM)/General Contractor (GC) and manage all facets of construction as agreed to in the Construction Services Agreement.

3) **TERMS AND CONDITIONS OF CONTRACT**

The City will develop a contract/agreement based upon negotiations with the successful Contractor. The Contractor shall be required to return a signed City contract/agreement.

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

CONTRACT PERIOD

The contract period will remain in effect until the final written acceptance of project is issued to the contractor by the City. Contract renewals are not applicable to this **RFQ**.

4) **MINIMUM QUALIFICATIONS**

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

- Certification:

The qualifying firm or individual must be a Certified General Contractor licensed in the State of Florida.

- General Experience

At least five (5) years of public commercial construction experience in performing the services described above for similar projects as described herein.

5) **GENERAL TERMS AND CONDITIONS**

A) **Licenses**

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

Copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the RFQ and contract documents. The successful Contractor will be required to obtain a business tax receipt from the City of Mount Dora.

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

B) Principals/Collusion

By submission of a Response to the RFQ, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal, as principal or principals, is/are named in the Response and that no other person has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection to any other person, company or parties, and that this Response is, in all respects, fair and submitted in good faith without collusion or fraud.

C) Taxes

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

D) Relation of City

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

E) Termination

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

F) Liability

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

G) Indemnity

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

H) Assignment

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

I) Fund Availability

Any contract executed for the services set forth in this RFQ shall be subject to City's fund availability.

J) Lobbying/Cone of Silence

All proposers are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a proposer has submitted a Response to this RFQ.

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

K) Single Proposal

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

L) Protest Procedures

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

M) Public Entity Crime

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

N) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFQ** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during the selection, award and contract execution processes.

O) Responsible Vendor Determination

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

P) Prohibition of Gifts to City Employees

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

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

Q) Immigration Reform and Control Act

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

R) Scrutinized Company List

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

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

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

S) Billing Instructions – Awarded Contractor

Specific format of the invoice will be addressed between the City and the contractor prior to submission of the first invoice. Payment will be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

6) INSTRUCTIONS FOR BID/PROPOSAL

A) Compliance with the RFQ

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

B) Acknowledgment of Insurance Requirements

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

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

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

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

C) Acknowledgment of Bonding Requirements

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

☐ Not Applicable

☒ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

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

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

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

D) Delivery of Proposals

All Proposals are to be delivered before **2:00 p.m. on or before September 30, 2024 via electronic submission at www.demandstar.com only. There is no cost to proposer for submitting a response.**

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

See Exhibit "B" for access details.

E) Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

1. An Evaluation Committee (EC) of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.
2. Subsequent to the closing of Proposals, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published RFP.
3. All EC members shall review the issued Request for Proposals (RFP).
4. The EC members shall review each responsive Proposal individually and score each Proposal based on the evaluation criteria stated herein.
5. Prior to the first meeting of the evaluation committee, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first EC meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The EC members shall review each responsive Proposal individually and score each Proposal based on the evaluation criteria state herein.
7. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

8. The EC will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The EC may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation for shortlist, or award if deemed so by the EC, will be decided based on review of scores and consensus of committee.

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

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

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

Acceptance of the Proposal does not guarantee issuance of any other governmental approval.

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

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

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting a Response or such ambiguity, conflict, discrepancy, omission or other error shall be waived to be determined by the City in its sole discretion.

G) Qualification, Presentation, and Protest Costs

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

H) Acceptance or Rejection of Qualifications

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

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

I) Requests for Clarification of Qualifications

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

J) Validity of Responses

No Response may be withdrawn after it is filed unless the proposer makes such a request in writing to the City prior to the time set for the closing of the RFQ.

All Responses shall be valid for a period of one hundred twenty (120) days from the submission date to accommodate the evaluation and selection process.

K) Response Format

1. The Response shall be deemed an offer to provide services to the City. In submitting a Response, the Proposer declares that he/she/it understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposers agree that if the contract is awarded it will perform the work in accordance with the provisions, terms and conditions of the contract.
2. To facilitate the fair evaluation and comparison of Responses, all Responses must conform to the guidelines set forth in this **RFQ**. Any portion of a Response that does not comply with these guidelines must be so noted; however, any Response that contains such variances may be considered non-responsive.
3. Responses should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFQ**.
4. The items listed below shall be submitted with each Response and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by a tab or tab "page". Failure by a proposer to include all listed items may result in the rejection of its Response.

Title Page:

**REQUEST FOR QUALIFICATION RFQ #24-GS-019
"CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES-
COMMUNITY RESOURCE & RECREATION CENTER"**

Table of Contents:

Tab I - Statement of Interest and Introduction:

The responding firm (or the lead firm if sub-contractors are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal.

Tab II - Business / Firm History and Information:

A brief narrative, not exceeding two (2) pages, of the corporate history of the firm, length of time in business under the same name, and the firm's capabilities. The Response should clearly identify your organization's general and local Florida government experience in providing the services requested. Be specific as to the number of years providing the specific services requested.

1. Business Structure and Number of Years in Business
2. If a Proposer is a State of Florida Certified Minority Business Enterprise, provide a copy of the Certification.
3. Total Number of Staff & Management: ____ Clerical ____ Field

Tab III - Qualifications and Experience of the Assigned Project Team:

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

Include a statement, not exceeding one (1) page, as to the firm's or individual's membership in professional organizations or associations.

Tab IV Construction Default Litigation:

1. Include a descriptive statement, not exceeding four (4) pages, of the firm's litigation history, including but not limited, construction defaults, construction defects, breach of contract, etc... If sub-contractors are involved, this statement will include litigation of the same types involving the sub-contractors.

Provide a summary of any and all litigation, claim(s) or contract dispute(s) filed by, or against, the Proposer in the past ten (10) years that are related to the services that Proposer provides in the regular course of business. The summary will separate litigation filed by Proposer from litigation filed against Proposer and for each will include the Court, case style, case number, the nature of the litigation, the outcome or projected outcome and the monetary amounts involved for all such lawsuits. The summary will also include a separate list of any claim or contract dispute which has been asserted against the Proposer but which has not been filed in a court of law. Such list shall include the names of the parties making the claim or asserting the contract dispute, a brief description of such claim or contract dispute, the outcome or projected outcome, and the monetary amounts involved.

Tab V - Approach to the Project:

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

Tab VI – Current Workload:

This section shall describe the respondents current projects, time availability of the critical staff members and the ability to complete the project in the agreed upon construction schedule. It is the City's understanding and expectation that this facility will be constructed in 18 months or less, based on construction type, from commencement of construction.

Tab VII – Scope Response/Additional Info/Required Forms

1. See section 7 of this **RFQ**. ALL REQUIRED FORMS must be completed and returned with your submittal.
2. Additional Information should include any information not previously noted that supports your overall submittal. This section should also include any exceptions to the RFQ.

L) Qualification Evaluation Committee and Evaluation Factors

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

to provide good faith performance.

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

Proposers submitting the required criteria will have their Proposal evaluated by an evaluation committee and scored for the non-price factors to include technical response, proposal and experience. Some exceptions may apply depending on the complexity of the project scope of services.

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

Proposers submitting the required criteria will have their Proposal(s) evaluated by Evaluation Committee Members and scored to include the following criteria:

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

Evaluation Criteria	Maximum Criteria Points Assigned	Assigned Weight	Maximum Score Possible
Business/Firm History & Information; Qualifications & Experience –Assigned Project Team (Tabs II & III)	40	5	200
Statement of Interest/ Adverse Litigation; Approach to the Project (Tabs I, IV & V)	20	5	100
Current Workload, ability to complete the project within timeline. (Tab VI)	30	5	150
Scope Response, Required Forms; References; Additional Information (Tab VII)	10	5	50
Totals	100	NA	500

Formal Oral Presentation/Interview Scoring (if requested):

If requested by the Evaluation Committee, a second Evaluation Committee will be scheduled, advertised, and coordinated with the shortlisted vendors by Purchasing. This meeting will provide each of the shortlisted vendor 15 minutes to present information, with focus on the items listed below in the “Weighted Evaluation Criteria for Final Ranking”, and followed by a 30 minute random

question and answer period. The Consultant presentation is to be supported by a hard copy hand-out without reliance on a computer power point show unless otherwise directed in writing. Each of the shortlisted consultants may have no more than three (3) people participating in this meeting.

The City reserves the right to ask participating firms any questions deemed relevant by the Evaluation Committee Members. The initial focus, however, will be on the following question:

1. Quality of the Interview: a) Interview was clear and concise; b) Questions were appropriately answered by Consultant.

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

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

After shortlisted Consultants have completed Presentation/Q&A sessions, the Evaluation Committee members will complete the Presentation/Q&A scoring forms with Purchasing totaling the forms. Scoring for this phase will NOT be combined with the previous phase. The score of each Evaluation Committee member will be tallied individually for each Consultant. Each Evaluation Committee members score will then be converted to a ranking number for each consultant with 1 being the highest ranked, 2 the second, and do on. A final ranking of the shortlisted consultants will be announced based on final ranking.

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

Drug-Free Workplace:

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

Tie Breaker:

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

- Drug free workplace policy in place.
- The bidder that has an existing Business Tax Receipt (BTR) within the City limits.
- Prior contract with the City performed satisfactorily will result in the win of a tie breaker and prior contract with the City performed unsatisfactorily will result in the loss of a tie breaker.
- Timeliness of delivery may be used as a final tie-breaker if the above does not result in an award.

REQUIRED FORMS - (ALL MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL)

1. Proposers Checklist Form
2. Proposers Qualification Form
3. F.S.S. Section 287.138 Certification Form
4. Affidavit of Compliance with Florida Statutes, Section 288.0071
5. Conflict of Interest Affidavit
6. Vendor Certification Regarding Scrutinized Companies' List
7. Declaration Statement Form
8. Insurance Requirements Form
9. Drug Free Workplace Certification Form
10. Non-Collusion Affidavit of Prime Bidder Form
11. Acknowledgements Form
12. Compliance with Public Records Law Form
13. Reference Form
14. Public Entity Crimes Statement Form
15. Firm Information Form
16. Sub-Contractor Listing Form
17. Completed W9
18. Grant Funding Compliance Form
19. Addenda (if applicable)

PROPOSER CHECK LIST

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

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

- ☐ All applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ Any addenda have been signed and included.
- ☐ The Response will be **electronically** delivered in time to be received no later than the specified **due date September 30, 2024 and time of 2:00 pm.** (Otherwise the Response WILL NOT be considered.)

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

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

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

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

CONTRACT TOTALS:

List total contract amounts for work performed on all completed **State Lobbying Services** related projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$_____ **Total Contract Amounts for work done on all past related projects.**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

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

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

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

Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

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

(stamp)

NOTARY PUBLIC, State of Florida

**AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES,
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____,
and having first made due oath or affirmation, states:

(Write Name Here)

1. My name is _____.
(Write Name Here)

2. I am the _____ of _____.
(Insert Job Title) (Insert Company Name)

3. The Company was formed in _____ and is a _____.
(Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where ‘controlled by’ means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity;* or
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this _____ day of _____, 202__.

BY: _____
Signature of Affiant

Printed Name

STATE OF FLORIDA
COUNTY OF _____

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

(stamp)

NOTARY PUBLIC

CONFLICT OF INTEREST AFFIDAVIT

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

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

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

(stamp)

NOTARY PUBLIC

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

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title _____

Address: _____

Phone Number: _____ Email Address: _____

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

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

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

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

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

Certified By: _____

Authorized Signature

Print Name: _____

Print Title: _____

DECLARATION STATEMENT

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

RE: RFQ #24-GS-019 “Construction Manager at Risk (CMAR) Services – Community Resource & Recreation Center”

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #24-GS-019 “CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES-COMMUNITY RESOURCE & RECREATION CENTER.”**

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

- | | |
|---|--|
| <p>☒ 1. Worker's Compensation</p> | <p>Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.</p> |
| <p>☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.</p> | <p><u>Bodily Injury & Property Damage</u></p> <p><u>\$2,000,000</u> single limit per occurrence</p> |
| <p>☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.</p> | |

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

- ☒ 4. Automobile Liability \$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included
- ☒ 5. Other Insurance as indicated below: \$ 1,000,000 Per Occurrence
Errors and Omissions or Professional
Malpractice Coverage
- ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- ☒ 7. Builder's Risk Insurance at 100% of GMP amount.
- ☒ 8. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.
- ☒ 9. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

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

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

City of Mount Dora
Mount Dora, Florida

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFQ #24-GS-019** and **CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES –COMMUNITY RESOURCE & RECREATION CENTER**

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

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

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

☐ YES
☐ NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of _____

County of _____

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

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-GS-019.

I am fully informed respecting the preparation and contents of the Response to RFQ #24-GS-019, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-GS-019, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-GS-019 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email Fax No.

STATE OF FLORIDA

COUNTY OF _____

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

(stamp)

NOTARY PUBLIC

ACKNOWLEDGEMENTS
RFQ #24-GS-019
“CONSTRUCTION MANAGER AT RISK (CMAR)
SERVICES – COMMUNITY RESOURCE &
RECREATION CENTER”

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

_____(Proposer) guarantees

its Response to RFQ #24-GS-019 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

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

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

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

By: _____/
(Signature) (Print name)

Address: _____

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

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

CORPORATION

By: _____/
(Signature) (Print name)

Address: _____

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

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

State of Incorporation:

Corporate President: _____
(Print Name)

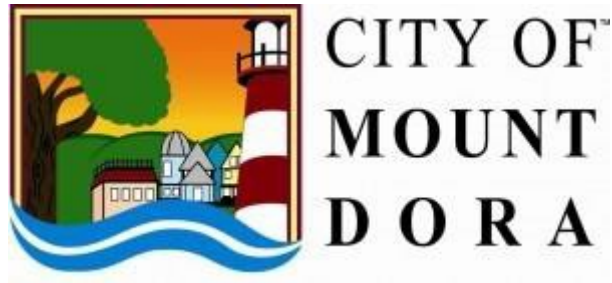
Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____



**COMPLIANCE WITH THE PUBLIC RECORDS LAW
RFQ #24-GS-019**

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

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

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

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

STATE OF FLORIDA
COUNTY OF _____

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

(stamp)

NOTARY PUBLIC

REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

The Proposer will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The Proposer shall include a copy of its business license with the submittal.

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

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

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

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

Dates of Service: _____

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

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by:_____ [NAME] as the _____[TITLE] of _____[BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is_____.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

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

(Signature)

STATE OF FLORIDA
COUNTY OF _____

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

(stamp)

NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

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

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

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

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

SUB-CONTRACTOR LISTING

Phone Number/E-Mail:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- ☐ The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- ☐ I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- ☐ I am a U.S. citizen or other U.S. person (defined below); and
- ☐ The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- ☐ Form 1099-INT (interest earned or paid)

- ☐ Form 1099-DIV (dividends, including those from stocks or mutual funds)
- ☐ Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- ☐ Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- ☐ Form 1099-S (proceeds from real estate transactions)
- ☐ Form 1099-K (merchant card and third party network transactions)
- ☐ Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- ☐ Form 1099-C (canceled debt)
- ☐ Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: _____ Project Number: _____

Project Location: _____

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation RFQ 24-GS-019.

Dated this ____ day of _____, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual authorized to execute any Agreement resulting from this solicitation RFQ 24-GS-019.

Name of Firm

Signature

Printed Name _____

Title

STATE OF FLORIDA

COUNTY OF _____

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

(stamp)

NOTARY PUBLIC

Exhibit “A”

Current Awarded Grants for this Project include:

1. Florida Forest Service (FFS) – 2024 Urban and Community Forestry – Inflation Reduction Act Grant Program.

Current Grant Applications (not yet awarded) submitted for this Project include:

1. Cultural Facility Grant
2. Community Change Grant

Remainder of Page Intentionally Left Blank

Exhibit “B”

ZOOM Opening Info

Topic: Opening- RFQ 24-GS-019 CMAR Services for Construction of Comm Resource & Rec Ctr

Time: Sep 30, 2024 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/82338604914?pwd=wVJMjo6YXG5uM1UO4O6wolvCKNYHIJ.1>

Meeting ID: 823 3860 4914

Passcode: 188965

One tap mobile

+13052241968,,82338604914#,,, *188965# US

+13092053325,,82338604914#,,, *188965# US

Dial by your location

- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
 - +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
 - +1 564 217 2000 US
 - +1 669 444 9171 US
 - +1 689 278 1000 US
 - +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
 - +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
 - +1 360 209 5623 US
 - +1 386 347 5053 US
 - +1 507 473 4847 US

Meeting ID: 823 3860 4914

Passcode: 188965

Find your local number: <https://us06web.zoom.us/j/kiWaFrWfq>

Exhibit “C”

“Construction Drawings - 100 % Complete”

See Separate Documents As Uploaded with this RFQ

EXHIBIT B
CPPI RESPONSE TO RFQ #24-GS-019



Jason P. Morgan, Executive Vice President
200 E. Palm Valley Drive, Suite 1040 | Oviedo, FL 32765
jason.morgan@cpqi.com | C: 352-538-5217

CITY OF MOUNT DORA

CMAR Services **Community Resource & Recreation Center**



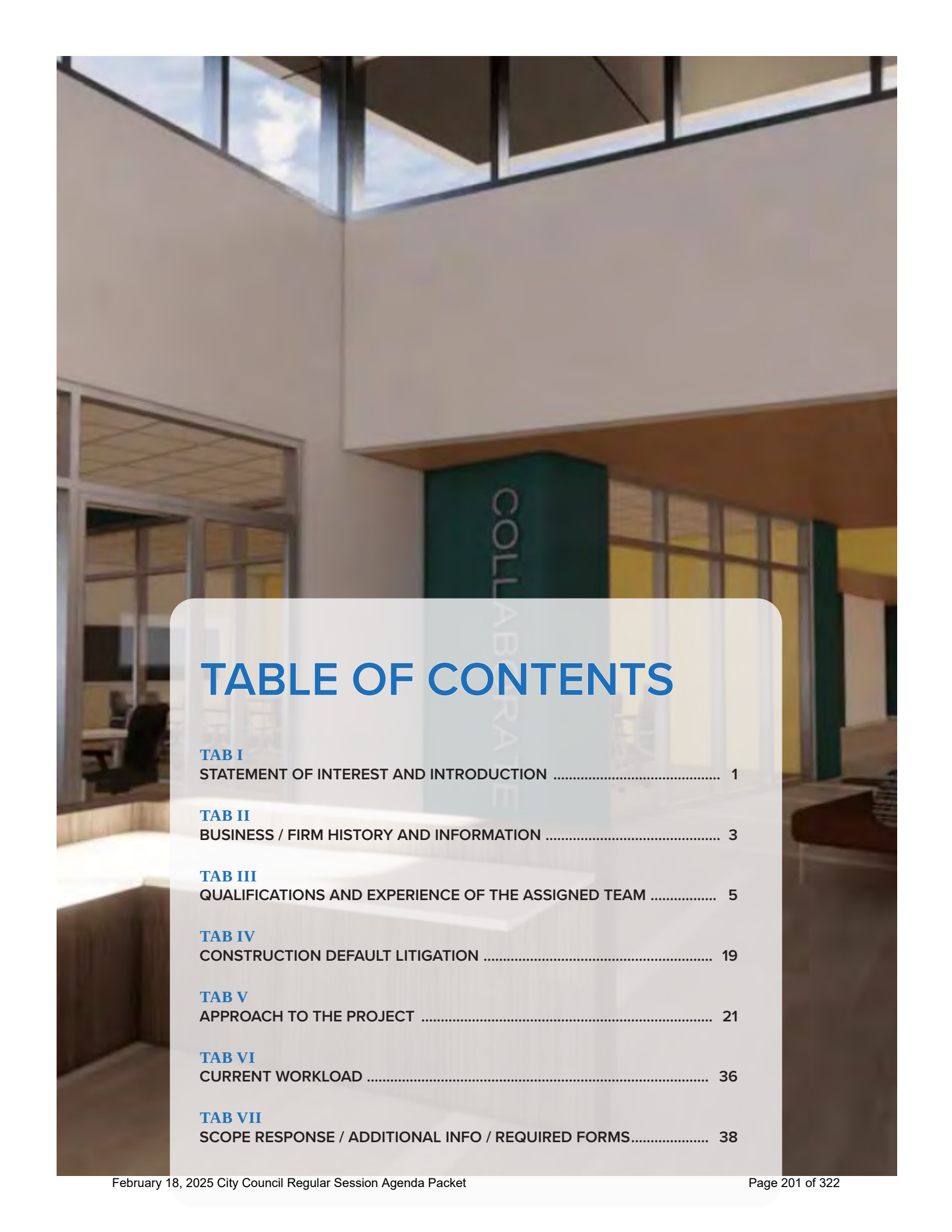


TABLE OF CONTENTS

TAB I	
STATEMENT OF INTEREST AND INTRODUCTION	1
TAB II	
BUSINESS / FIRM HISTORY AND INFORMATION	3
TAB III	
QUALIFICATIONS AND EXPERIENCE OF THE ASSIGNED TEAM	5
TAB IV	
CONSTRUCTION DEFAULT LITIGATION	19
TAB V	
APPROACH TO THE PROJECT	21
TAB VI	
CURRENT WORKLOAD	36
TAB VII	
SCOPE RESPONSE / ADDITIONAL INFO / REQUIRED FORMS.....	38

tab I

STATEMENT OF INTEREST AND INTRODUCTION



Statement of Interest and Introduction

September 30, 2024

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



RE: RFQ 24-GS-019 – CMAR Services for Community Resource & Recreation Center

Dear Members of the Selection Committee,

The City of Mount Dora has a fascinating and rich history dating back to the early 1800's. Today, the City retains the flavor of a small town with many historic buildings and its large canopy oak trees, and is known for its variety of antique and specialty shops and numerous special events throughout the year. Charles Perry Partners, Inc. (CPPI) has been a trusted builder and community advocate for Lake County over the past several decades building for Lake County Schools and Lake County Government. As you evaluate the submittals received for the Mount Dora Community Resource & Recreation Center project, please consider the **FOLLOWING DIFFERENTIATORS** propelling CPPI to the top of the selection list:

MOUNT DORA RESIDENT – Dale Wicker, CPPI's construction superintendent of 20+ years, is a long time resident of Mount Dora living near Mount Dora Middle School. His passion for this project to be a success is unrivaled.

LOCAL PARTNER, LOCAL PRESENCE – CPPI adds local Lake County construction firm GP Construction to the team. GP Construction brings more than 15 years of trusted, local subcontractor relationships and will spearhead our team's local participation efforts. We are currently working together on a renovation project for Lake County Schools Groveland Elementary School and the new Lake County Supervisor of Elections facility.

STRENGTH OF PRECONSTRUCTION – CPPI's preconstruction group has a proven track record providing accurate pricing for all of our clients. The strength of our preconstruction team will result in a smooth process in providing a guaranteed maximum price. Our team understands the importance of being stewards of the City's dollars starting at project award, preconstruction, and throughout contract completion.

GRANT-FUNDED PROJECT EXPERIENCE – CPPI believes buildings are much more than brick and mortar. Our team understands the importance of ensuring compliance with grant requirements and has an intensive checks and balances process for tracking and reporting the required paperwork.

COMMUNITY BUILDERS – We are passionate about the work we do because the structures we build provide opportunities to learn, collaborate, grow, and lead.

In closing, I would like to share a recent comment from one of CPPI's clients: **"CPPI is the perfect combination of horsepower and heart"**. This is a powerful statement. Please know you have my commitment to bring my team's talented resources, and heart, to this important community recreation center project. Together, our team looks forward to partnering with you and the opportunity to build something greater than ourselves.

Sincerely,

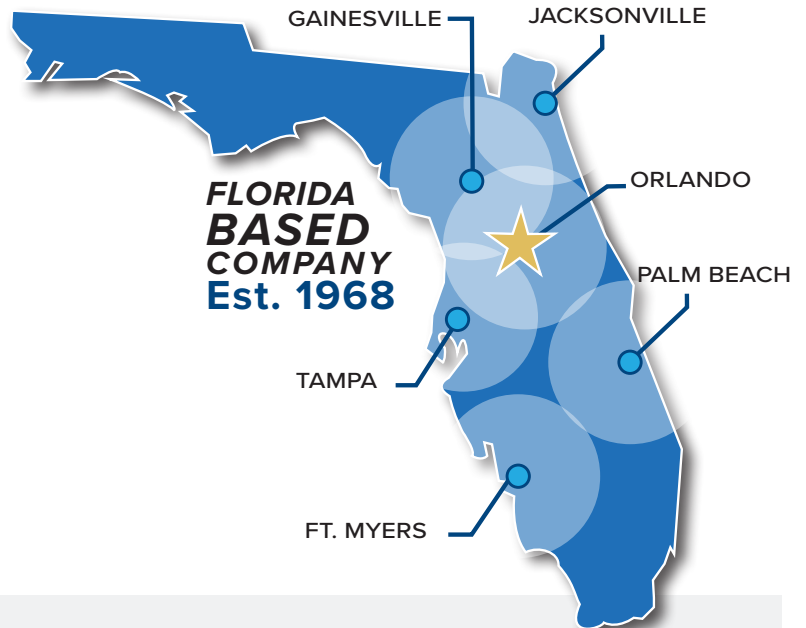
Jason Morgan, Executive Vice President, Principal in Charge
CharlesPerry Partners, Inc.
200 E. Palm Valley Drive, Suite 1040 | Oviedo, FL 32765
jason.morgan@cpipi.com | C: 352-538-5217

**Local.
Experienced.
Reliable.**

Statement of Interest and Introduction

CPPI is a full service construction management firm. In-house services we provide to ensure a successful, cost effective, quality delivery include:

- Meeting Attendance
- Estimating and Permitting Timelines
- Guaranteed Maximum Price Estimate
- Subcontractor Bid Package Procurement
- Construction Work Scope Review
- Options Analysis
- Design Review
- Budget Estimating
- Value Engineering
- Life Cycle Cost Analysis
- Construction Scheduling
- Constructability Analysis
- Cost Control
- Quality Control
- Project Closeout
- Transition Planning
- Warranty & Post-Construction Services



CPPI operates in-concert with your staff and end-users to ensure a successful project.

Cost Options and Solutions

CPPI's past successful experience with municipal clients and the Central Florida market conditions, combined with our experience with projects of this type, gives us a great historical database of project cost and scope to draw upon. What this means for you is that based on this experience, we can take the design plans, sit down with the team and discuss project goals and requirements, and then develop a detailed and accurate cost model for the project.



We have a proven approach to maximizing local and local participation.

Maximize Local Participation

CPPI believes that future leaders in our industry are created through the training and mentoring of young construction professionals today. We have been building in Florida for more than 56 years and have developed a large network of prequalified firms. Our team is thoughtful and deliberate during preconstruction. We actively engage in mentor/protege programs which allows CPPI to quickly create arrangements between local firms with larger trade partners to drive participation.



We understand your goal of trying to keep costs of this project down.

Exceed Expectations

CPPI is recognized as a leading Florida municipal and city builder. Our teams have completed thousands of successful projects in Lake County and throughout Florida. Having built all of the components of the resource and recreation center building, our team understands the intricacies of this type of facility like no other contractor. Our team is ready for another opportunity to build something *greater than ourselves*.

tab II

BUSINESS/FIRM HISTORY AND INFORMATION





CHARLES PERRY PARTNERS, INC. CORPORATE HISTORY

BRIEF HISTORY OF THE BUSINESS

In 1968, Charles R. “Chuck” Perry established Charles Perry Construction in Gainesville, Florida. Founded on the core values of Commitment, Integrity, Teamwork, Excellence and Stewardship, the company’s primary goal was to provide the highest quality construction services at the best value to the client. This primary goal led to building long lasting relationships with our clients.

BUSINESS STRUCTURE

In business for the past 56 consecutive years, Charles Perry Partners, Inc. (CPPI) is a Florida-based Corporation. The firm is a construction manager, design-builder, and general contractor successfully operating throughout the southeast.

OWNERSHIP INTERESTS

CPPI is fully-owned by three principals: Brian Leslie, President; Jason Morgan, Executive Vice President, and Vinnie Moreschi, Executive Vice President.

CPPI LEAD CONTACT

Jason Morgan
Executive Vice President, Principal-in-Charge
C: 352-538-5217 | E: jason.morgan@cpipi.com

ACTIVE BUSINESS VENUES

CPPI has established offices in Orlando, Ft. Myers, Gainesville, Jacksonville, Palm Beach, Tampa, and Savannah, Georgia.

MINORITY CERTIFICATION

CPPI is not a minority certified contractor however the firm is an active member of the National Association of Minority Contractors of Central Florida. CPPI is committed to developing and using M/WBE subcontractors, local developing businesses, and suppliers on all of our projects.

STAFF RESOURCES AND AVAILABILITY

We anticipate continued growth in 2024 and beyond serving our core markets of municipalities, education, and healthcare.



56

YEARS IN
BUSINESS

210

EXPERIENCED
STAFF

32

CLERICAL STAFF

178

FIELD STAFF

Business / Firms History and Information

To be specific, CPPI has a 56-year history of successfully completing the services and constructing the exact same components of the City of Mount Dora's community resource and recreation center project for both public and private clients. Many of those components are also within the hundreds of educational facilities CPPI has built over the past 56 years for more than 28 Florida school districts.

We have extensive experience building facilities in accordance with county and city standards. Our similar construction experience includes:

- Alachua County CHILD Care Center
- Alachua County Courthouse
- Alachua County Health Department
- Alachua County Job Order Contract
- Alachua County Library
- Alachua County Public Defender's Office
- Alachua County Regional Services Center
- Alachua County Sheriff's Administrative Complex
- Alachua County SWAG Clinic
- Central Florida Research Park Force Protection
- Chatham County Second Harvest
- City of Clermont City Hall (*program manager*)
- City of Gainesville CRA Administration Building
- City of Gainesville RTS Bus Fleet Operations & Maintenance Facility
- City of Plant City Tennis Center
- City of Sanford Marina Reroof
- City of Tampa McKay Bay Waste to Energy Facility Renovation
- City of Wildwood Police Department
- Clay County Fire Station
- Eastside Recreational Center at Fred Cone Park Jonesville Park
- FDOT NE Florida Regional Transportation Management Center
- Flagler County Emergency Operations Center
- Flagler County Government Services Building
- Florida Clinical Practice Association Office Building and Parking Garage
- Hernando County Tax Collector's Office
- Hillsborough Community College District Administration Building
- Infinite Energy New Office Building
- Lake County Emergency Operations Center
- Lake County Judicial Complex Phase I
- Lake County Judicial Complex Phase II
- Lake County Supervisor of Elections
- Lake-Sumter State College Cooper Memorial Library
- Orange County Government Emergency Operations Center Renovation
- Pasco County Citizen's Center Renovation
- RTI Corporate Headquarters
- RTI Logistics and Technology Building
- South Lake Community Foundation
- Volusia County Deltona Regional Library
- Hundreds of smaller and mid-size projects throughout the state under a continuing contract with Florida's Department of Management System and the Department of Military Affairs

SERVICES PROVIDED

CPPI is a full-service construction management firm that provides a myriad of services. The heart of our process of engaging with the City of Mount Dora is CPPI's experience working with local governing authorities and planning construction groups for the last several decades. With this experience, we are not only familiar with these standards and their intent, but also the personnel and processes behind them. We host scope review meetings to run down the full project goals and operational functions and sequences with the entire team. We perform a review of the standards and compare them to the construction documents and clarify any discrepancies.



tab III

QUALIFICATIONS AND EXPERIENCE OF TEAM



Qualifications and Experience of the Assigned Project Team

CPPI's Central Florida office will be responsible for all phases of this project. We will mobilize a field team to the site for complete management and supervision of this assignment. Additionally, we have the depth, knowledge, and experience of our entire organization - a bench of over 210 team members we can call upon. A robust preconstruction team adds value prior to construction. An operations team of experienced professionals drives job-site production. We present numerous long-tenured team members dedicated to their work.

Our goal is to provide premier customer service, unsurpassed quality, and remain flexible to provide the City of Mount Dora best value.



KYLE TWARDOSKI
Project Manager



DALE WICKER
Superintendent



KEVIN BRADFORD
Preconstruction



PAUL GAYNOR
Local Outreach



CHRIS KRAEMER
Preconstruction

CPPI project manager, Kyle Twardoski, is responsible for the success of the project from award through to construction completion, and post construction. He is responsible for planning and scheduling, budgeting, communication, contract management, progress reporting, and issue resolution. Kyle is supported by CPPI construction superintendent, Dale Wicker. Dale is the on-site construction supervisor responsible for the management of the project from start to finish. Dale oversees the coordination of subcontractors, quality control and safety, communication, site documentation, training and mentoring, compliance, and permitting. Both of these seasoned construction professionals have extensive experience with the execution of municipal and community-centered projects of this size and scope.

CPPI's preconstruction director, Kevin Bradford, will oversee the preconstruction phase of this project. Kevin has more than 20 years of industry experience as a procurement specialist. His primary role is to act as an advocate for the owner and a partner to the design team to ensure project goals are achieved with the best value for the City of Mount Dora. Kevin is supported by local Lake County firm, GP Construction. GP's president, Paul Gaynor has developed relationships with many local subcontractors and will act as our outreach coordinator.

CPPI and GP Construction add Chris Kraemer with School Planning and Design to the team. **Adding Chris to our team is a differentiator** - no other construction management firm has knowledge of the pricing information Chris possesses. We have already started the pricing exercises and have included several of Chris's value management opportunities in TAB V - Approach to Project.



DAVID LEWIS
Project Director



JASON MORGAN
Project Executive

We add David Lewis to overall leadership of this project. David has partnered with dozens of area municipalities including Orange County Government and Polk County Government. David also has experience partnering with Borrelli + Partners, Inc. He is responsible for ensuring the satisfaction of the City of Mount Dora.

Jason Morgan, CPPI's principal-in-charge, is ultimately responsible for consistency in execution by our team. The buck stops here.

THIS TEAM IS UNMATCHED - HORSEPOWER WITH HEART!

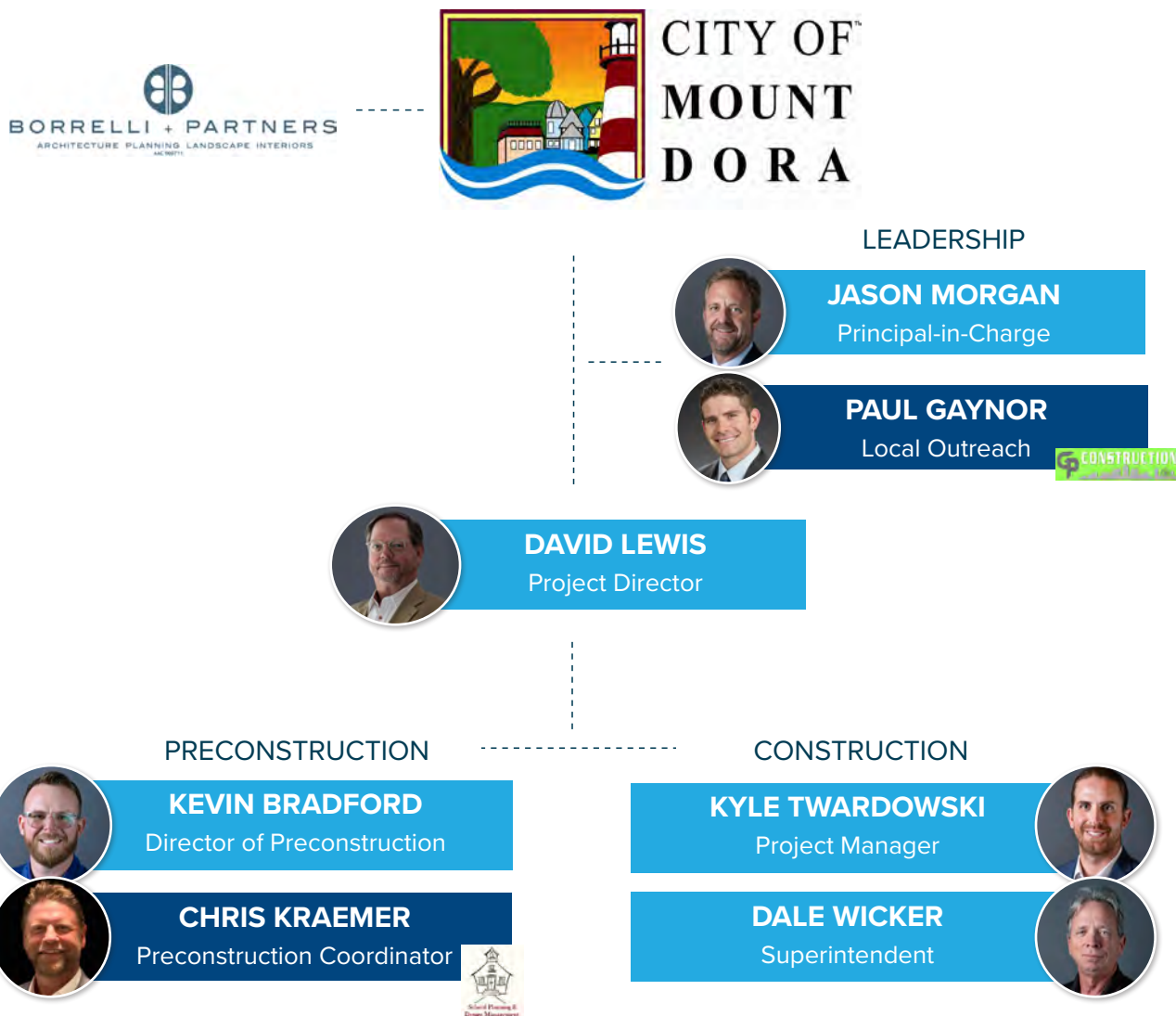
Qualifications and Experience of the Assigned Project Team

Each professional on our team has experience building, pricing, and overseeing construction projects exactly like the resource and recreation center. One of the keys to success to this type of project is having a cohesive team that maintains open lines of communication throughout the duration of the project. CPPI's highly skilled team of individuals remain flexible and lean to react and partner with all stakeholders for a successful project.

	MUNICIPAL PROJECTS	COLLABORATIVE SPACES	GYMNASIUMS	KITCHEN/CAFETERIAS	CHILD CARE/ WELLNESS	LOCKER ROOMS	ADMINISTRATION	TECHNOLOGY CENTERS	COMMUNITY CENTERS	SECURITY
 KYLE TWARDOSKI <i>Project Manager</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
 DALE WICKER <i>Superintendent</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
 KEVIN BRADFORD <i>Preconstruction</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
 PAUL GAYNOR <i>Local Outreach</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
 CHRIS KRAEMER <i>Preconstruction</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
 DAVID LEWIS <i>Project Director</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
 JASON MORGAN <i>Project Executive</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Qualifications and Experience of the Assigned Project Team

Selecting the right team is crucial for any project's success. Your project requires a well-planned, tightly coordinated approach from preconstruction to completion, delivered by a team experienced with local Lake County owners and projects involving strict community focus and logistical challenges. As one of Central Florida's preferred municipal builders, CPPI has the experience and proposed team members who have completed many similar facilities in and around Lake County.



*Team members are 100% available
and committed to your project!*

Qualifications and Experience of the Assigned Project Team

Kyle Twardoski

PROJECT MANAGER

15 Years Construction Experience

8 Years with CPPI



Kyle served as project manager:

ROLES & RESPONSIBILITIES

Kyle has more than 15 years of construction experience. His recent experience includes serving several municipalities.

Kyle will be the direct point of contact for the City of Mount Dora, Borrelli Architects, facility end-users, and subcontractors. He will handle the financial aspects of the project, including billings and change management as well as facilitation of the daily and monthly communications.

In addition to Kyle being responsible for grant-funding documentation, Kyle is responsible for the overall daily management of the project.

ACTIVE LICENSES & REGISTRATIONS

LEED AP BD+C; OSHA 30-Hour Certification

EDUCATION

Ohio State University B.S.
Construction Systems

AVAILABILITY

100%, C: (407) 235-8155

Kyle is in the final stages of a project for Daytona State College's Indoor Firing Range facility. The project is on schedule for completion at the end of December 2024. The proposed project fits in perfectly with Kyle's anticipated availability.

Daytona State College Indoor Firearms Training Center, DeLand, FL | 10,682 SF | \$10,400,000 | 01/2025

This new facility will include 15 firing lanes, a classroom, and an observation area. The range will provide Daytona State's Law Enforcement Academy with an on-site, all-weather training capability. Current law enforcement officers from local, state, and national agencies will also be able to utilize the range for their continuing education opportunities.

Orange County Fire Rescue Emergency Operations Center Renovation, Winter Park, FL | 18,000 SF | \$2,936,942 | 01/2024

This project consisted of interior remodeling, including upgrades to the building's electrical, mechanical, and technology components. Unique features specific to this renovation are the use of DIRT Construction Systems modular wall system that allow for the spaces to adapt and evolve as future needs change as well as raised flooring throughout for easy access to all cabling. Also included is a renovation of the building's entry area.

City of Wildwood Police Department, Wildwood, FL | 14,000 SF | \$5,724,983 | 01/2021

This project was the construction of a new 14,000-square-foot facility to serve as the headquarters for the City of Wildwood's police department. The facility is a single-story building consisting of offices, training areas, a state-of-the-art communications center, and other police-oriented needs. Other site improvements included secured and unsecured parking areas, drive isles, landscaping, signage, a sally port, a communications tower, and an on-site generator.

University of Central Florida Student Union Expansion Orlando, FL | 31,661 SF | \$16,000,000 | LEED Gold | 12/2018

This project consisted of the phased renovation and expansion at the University of Central Florida's Student Union. Known as the "Heart of Campus," the Student Union remained fully operational during construction, welcoming over 40,000 visitors daily.

Seminole State College Student Center, Lake Mary, FL | 77,000 SF | \$17,349,440 | 07/2017

This project consisted of the construction of a one-stop facility for student services and student life that houses a counseling center as well as Financial Aid, registration, testing, and administrative offices. Other components include Student Life office, gathering, gaming, dining, and retail space.

Qualifications and Experience of the Assigned Project Team

Kyle Twardoski

PROJECT MANAGER

15 Years Construction Experience

8 Years with CPPI



SEMINOLE STATE COLLEGE STUDENT SERVICES - COLLABORATIVE SPACES, KITCHEN, MEETING ROOMS



Qualifications and Experience of the Assigned Project Team

DALE WICKER

SUPERINTENDENT

25 Years Construction Experience

20 Years at CPPI

**ROLES & RESPONSIBILITIES**

Dale is a well seasoned superintendent who has resided and worked in Lake County for 15 years. His experience includes multiple types of new construction, renovations, expansions, and additions. He is an extremely effective communicator as well as a hands-on, superintendent who will be an asset to this project.

As superintendent, Dale is responsible for overseeing all on-site construction activities. This includes monitoring subcontractor schedules for compliance to the project schedule, coordination of subcontractors, quality control, project safety, and coordination of site logistics.

ACTIVE LICENSES & REGISTRATIONS

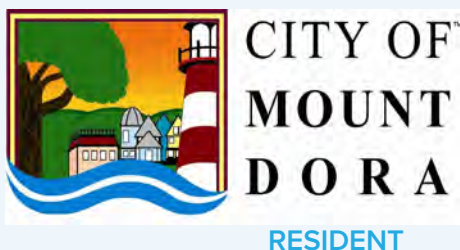
OSHA 30-Hour Certification
Hazwoper 40-Hour Certification

EDUCATION

High School Diploma
Dale Carnegie Leadership Course

AVAILABILITY

100%, C: (352) 536-0158



Dale served as superintendent:

Lake County Supervisor of Elections, Leesburg, FL | 50,000 SF | \$593,000 | 01/2024

This project consisted of an initial site, systems and needs assessment of the existing Sears store the County was planning to renovate and use as their new Supervisor of Elections facility. CPPI then performed an extensive interior demolition and asbestos abatement to prepare the facility for future phases.

Lake County Judicial Complex Phase II, Tavares, FL | 150,000 SF | \$34,845,138 | 05/2013

Phase II of the Lake County Judicial Center complex consisted of an expansion of the existing Lake County Courthouse building. The expansion included court rooms, judges chambers, holding cells, jury assembly, and court administrative space.

Lake County Emergency Operations Center, Tavares, FL | 26,200 SF | \$5,482,738 | 01/2013

The Lake County Emergency Communications & Operations Center is a state-of-the art two story facility located in Tavares, Florida. In addition to the energy management system component, training rooms, and a sheriff's communication room, the project included modifications to the existing Central Energy Plant allowing it to withstand winds up to 160 miles per hour.

Lake County Schools Lake Minneola High School, Minneola, FL | 277,000 SF | \$44,915,033 | 07/2011

Lake Minneola High School was a phased project featuring multiple buildings designed to support nearly 2,000 students. The new high school is located on a 60-acre site and includes the construction of classrooms, administration, cafeteria, auditorium, and gymnasium buildings. The project also contains a new parent drive, bus loop, service drive, and parking. Additionally, site construction for drainage improvements were a key part of the project.

Lake County Schools Tavares Middle School, Tavares, FL | 34,625 SF | \$5,709,199 | 06/2005

This project consisted of a building addition with space for science labs, computer labs, and general classrooms. The facility is a two-story, load bearing CMU structure with brick veneer skin to match the existing buildings on campus. The roof system is a steel bar joist and standing seam metal. Site features included a new courtyard area and locker kiosk structures.

Qualifications and Experience of the Assigned Project Team

DALE WICKER

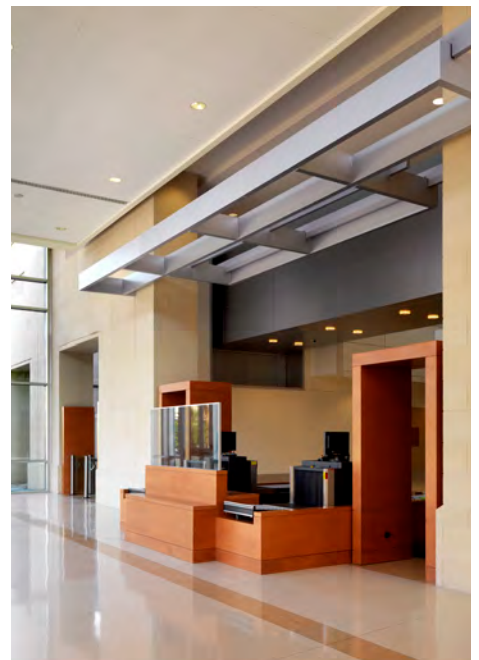
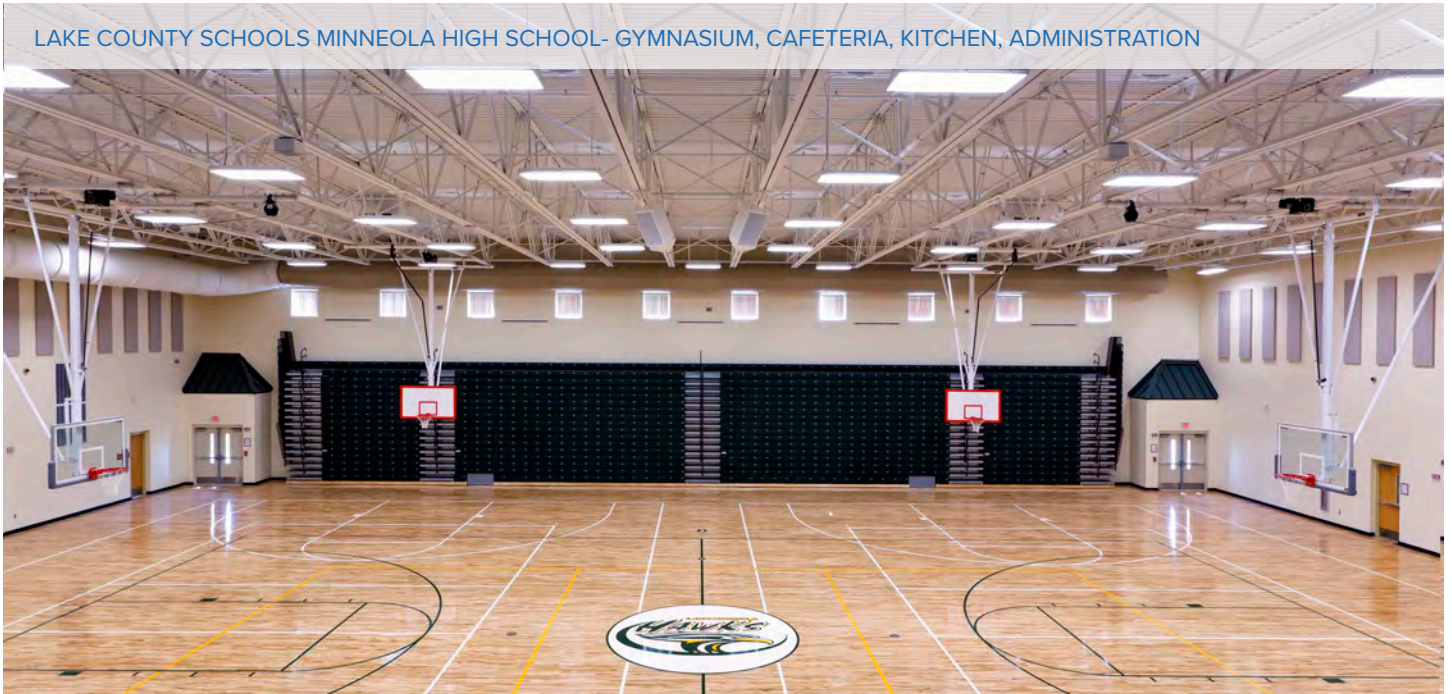
SUPERINTENDENT

25 Years Construction Experience

20 Years at CPPI



LAKE COUNTY SCHOOLS MINNEOLA HIGH SCHOOL- GYMNASIUM, CAFETERIA, KITCHEN, ADMINISTRATION



Qualifications and Experience of the Assigned Project Team

KEVIN BRADFORD

DIRECTOR OF PRECONSTRUCTION

22 Years Construction Experience

2 Years with CPPI

**ROLES & RESPONSIBILITIES**

Kevin attends all preconstruction meetings and is your dedicated procurement specialist. He coordinates project team activity through the delivery of the guaranteed maximum price. Kevin will prepare an estimating and permitting timeline outlining the tasks required during the preconstruction phase.

Kevin will present estimates and value analysis to the City of Mount Dora, Borrelli Architects, and other stakeholders, to ensure that all team members have consistent and current data for scope/budget alignment.

**ACTIVE LICENSES
& REGISTRATIONS**

OSHA 30-Hour Certification

EDUCATION

University of Florida, B.S.
Civil Engineering

AVAILABILITY

100% available during the preconstruction phase, and then is available when needed during the construction phase to ensure the action plan is in alignment with the project and budget.

C: (407) 413-2914

Kevin served as director of preconstruction:

Lake County Supervisor of Elections, Leesburg, FL | 50,000 SF | \$593,000 | 01/2024

This project consisted of an initial site, systems and needs assessment of the existing Sears store the County was planning to renovate. CPPI then performed an extensive interior demolition and asbestos abatement to prepare the facility for future phases.

Lake County Supervisor of Elections, Tavares, FL | 100,000 SF | \$13M | Precon 09/2024

CPPI delivered the guaranteed maximum price for the new complex consisting of two new buildings: an administration building and a warehouse spaces for storage and equipment.

Daytona State College Indoor Firearms Training Center, DeLand, FL | 10,682 SF | \$10,400,000 | 01/2025

This new facility will include 15 firing lanes, a classroom, and an observation area. The range will provide Daytona State's Law Enforcement Academy with an on-site, all-weather training capability. Current law enforcement officers from local, state, and national agencies will also be able to utilize the range for their continuing education opportunities.

Orange County Fire Rescue Emergency Operations Center Renovation, Winter Park, FL | 18,000 SF | \$2,936,942 | 01/2024

This project consisted of interior remodeling, including upgrades to the building's electrical, mechanical, and technology components. Unique features specific to this renovation are the use of DIRT Construction Systems modular wall system that allow for the spaces to adapt and evolve as future needs change as well as raised flooring throughout for easy access to all cabling. Also included is a renovation of the building's entry area.

Orange County Public Schools Winter Park High School, Winter Park, FL | 369,323 SF | \$73,580,934 | Precon 07/2024

This historic project involves a major comprehensive renovation of the aging high school. The scope includes new HVAC and CEP systems, new roofing, brick and re-paint interiors and exteriors of all the main buildings including the auditorium, classrooms, cafeteria, gymnasium, and administration office. Additionally, the athletic buildings will include new finishes to the baseball and softball locker rooms, repairs to the bleachers, and new finishes for the restrooms. This project also involves extensive site work including fencing, landscaping, bus loop improvements, as well as campus wide safety, and security upgrades.

Qualifications and Experience of the Assigned Project Team

KEVIN BRADFORD

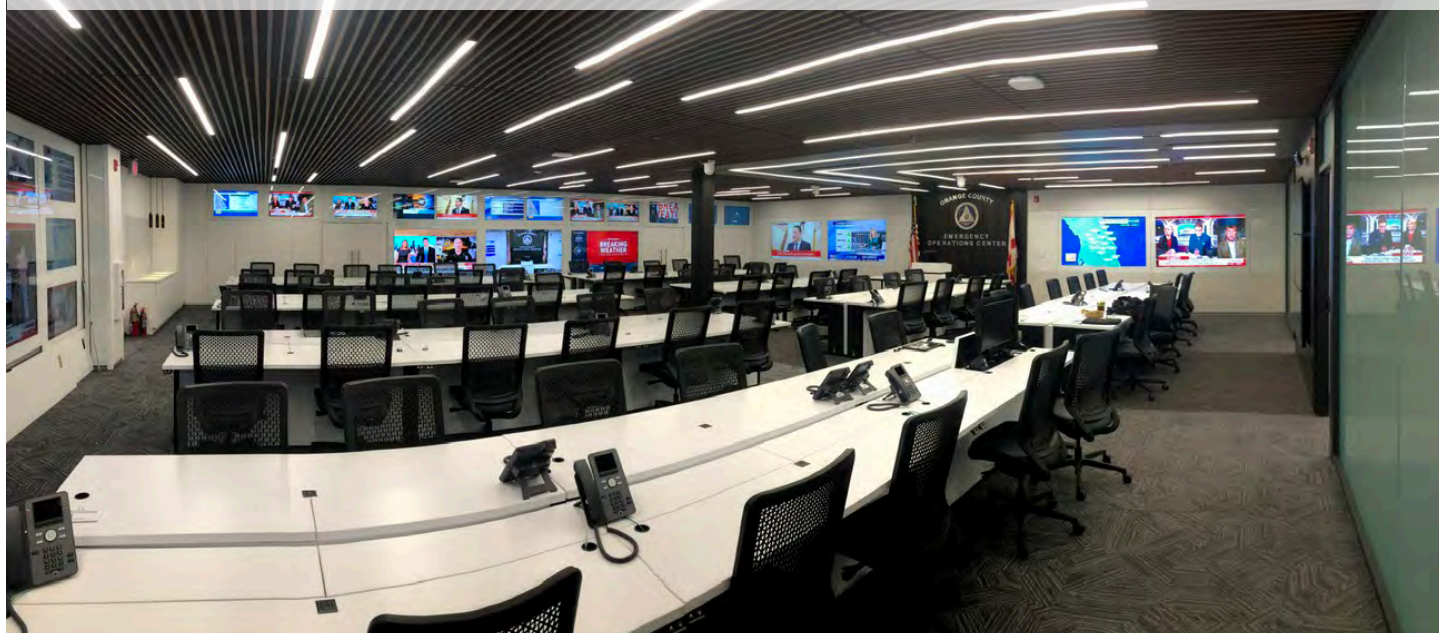
DIRECTOR OF PRECONSTRUCTION

22 Years Construction Experience

2 Years with CPPI



ORANGE COUNTY EMERGENCY OPERATIONS CENTER - STATE-OF-THE-ART TECHNOLOGY, PRECONSTRUCTION SERVICES



Qualifications and Experience of the Assigned Project Team

PAUL GAYNOR

OUTREACH COORDINATOR

17 Years Construction Experience

8 Years at GP



Paul served as project manager and outreach coordinator:

ROLES & RESPONSIBILITIES

Paul is the president of GP Construction and has been involved with every project GP has delivered in the firm's history and will serve as the lead local outreach coordinator starting at project award. He will serve as a local affiliate to bring local subcontractors to the team and will provide his expertise and support throughout the duration of this important project.

Paul is responsible for facilitating and coordinating all project team activities through the delivery of the GMP. He will present estimates and value analysis to the owner and project team.

Additionally, Paul will ensure proper documentation and data for preconstruction and scope/budget alignment are provided.

ACTIVE LICENSES & REGISTRATIONS

Certified Building Contractor
CBC1259269

EDUCATION

East Ridge High School

AVAILABILITY

100%

**PROJECT EXPERIENCE**

Lake County Supervisor of Elections, Tavares, FL | 100,000 SF | \$13M | Anticipated 09/2024

CPPI delivered the guaranteed maximum price for the new complex consisting of two new buildings: an administration building and a warehouse spaces for storage and equipment.

- Wells Fargo Site Renovation – Mount Dora, FL \$21,000
- Montverde Academy: Sports Complex
- Montverde Academy: Lunch Hall Bathroom Addition
- Montverde Academy: Sandra O. Stevens Performing Fine Arts Building
- Montverde Academy: Porter House Student Housing
- Ladybird Academy
- Fast Forward Academy
- Lake Sumter MPO: Leesburg Office
- South Lake Hospital: Community Outreach and Training
- South Lake Hospital: National Training Center Pool Deck Renovation
- Assisted Living Facility: Viera Manor
- Assisted Living Facility: Excellence Assisted Living Facility
- Assisted Living Facility: Superior Residences
- VA Medical Center: South Lake Medical Arts Center
- VA Office: Build out
- Greater Hills Water Treatment Plant Expansion

GP Construction has worked for many high-profile clients with tenant improvement needs in Lake County. Those clients include Buffalo Wild Wings, Chef's Table, Dunkin' Donuts, Panera's, Root & Branch Bar, Sam's Club, Wells Fargo, Walgreens, Dick's Sporting Goods, Mind Immersions, South Lake Medical Arts Center, Orlando Health, and WaWa.

All of these projects have components of the community resource and recreation center.

"Committed to project success, I look forward to partnering with the CPPI team once again and bringing local expertise to future Lake County endeavors."

Qualifications and Experience of the Assigned Project Team

CHRIS KRAEMER

PRECONSTRUCTION COORDINATOR

30 Years Experience

12 Years with School Planning & Design Management



Chris served as preconstruction and procurement lead:

ROLES & RESPONSIBILITIES

Chris is the president of SPDM. Chris has managed all aspects of preconstruction services on K-12 education projects and several municipal projects. His main expertise consists of MWBE/LDB/VBE outreach, estimating, construction phasing plans, utility coordination, general requirements and general conditions development, bid scope development, bid tabulation development, bid scope reviews, and GMP development.

For this project, Chris supported Borrelli Architects in providing estimates on several areas of the plans for the resources and recreation center. Chris will continue to provide this same service throughout the project without changing the 100% documents generated by Borrelli Architects.

ACTIVE LICENSES & REGISTRATIONS

Association for Learning Environments (A4LE)
Florida Educational Facilities Planners Association (FEFPA)

EDUCATION

Western Michigan University, B.A.
Graduate Studies Business Administration

Ferris State University, B.S.
Facilities Planning & Management

AVAILABILITY

100%

RELEVANT PROJECT EXPERIENCE | Preconstruction

- City of Mount Dora Resource & Recreation Center - \$15.1M
- City of Miami Dade Bandshell Renovation - \$10.2M
- City of Altamont Springs RWRF Bio-Solids Building - \$1.4M
- Seminole County Fire Training Center - \$3.2M
- Columbia County Welcome Center - \$1.0M
- City of Green Acres Youth Building - \$7.6M
- Seminole County Welcome Center - \$1.9M
- Flagler County Visitor Center - \$10.1M
- Osceola County Schools West Transportation Facility - \$46.6M
- Sumter District Schools Transportation Center - \$20M
- OCPs Pine Hills Transportation Center - \$18.5M
- Valencia College Public Safety Campus Central Energy Plant - \$3.4M
- Department of Military Affairs - \$2.5M
- OCPs Prototype Elementary Schools - \$18.0M
- Nemours Interior Renovation - \$6.5M
- Security Enhancement Enclosures - \$5.5M
- Educational Leadership Center Office Renovation - \$8.5M
- University of Central Florida Student Union Renovation & Expansion - \$10.5M
- Washington Mutual Bank Renovation & Expansion - \$12.4M
- Hamilton Elementary School Renovation & Expansion - \$12.1M
- Windermere Elementary School Renovation & Expansion - \$18.7M
- Orange Technical College Renovation - \$21M

"I have been involved with the design phase of the proposed project and have been instrumental in providing accurate costs!"

CHRIS KRAEMER
President, School Planning & Design Management



CITY OF
MOUNT
DORA

EXPERIENCE

Qualifications and Experience of the Assigned Project Team

DAVID LEWIS

PROJECT DIRECTOR

30 Years Construction Experience **1**
Year with CPPI

**ROLES & RESPONSIBILITIES**

Mr. Lewis provides project overview and assists in coordination at all points throughout the contract. He ensures all resources are in place to deliver a successful project. David is an active leader who will work with Mount Dora officials to ensure the project is successful.

- Expert in project development and delivery.
- Provides leadership and direction for all phases of the project.
- Assistance with strategic decision-making, establishment of project budget information, design review, preconstruction monitoring, and finalizing contractual arrangements.

**ACTIVE LICENSES
& REGISTRATIONS**

OSHA 30-Hour Certification
First Aid/CPR Certified

EDUCATION

University of Florida, B.S.
Building Construction

AVAILABILITY

100%, Always available via cell phone
(407) 595-9501



David served as director and lead principal:

Orange County Public Schools Winter Park High School, Winter Park, FL | 369,323 SF | \$73,580,934 | 8/2028

This historic project involves a major comprehensive renovation of the aging high school. The scope includes new HVAC and CEP systems, new roofing, brick and re-paint interiors and exteriors of all the main buildings including the auditorium, classrooms, cafeteria, gymnasium, and administration office. Additionally, the athletic buildings will include new finishes to the baseball and softball locker rooms, repairs to the bleachers, and new finishes for the restrooms.

Lake County Supervisor of Elections, Tavares, FL | 100,000 SF | \$13M | Anticipated 09/2024

CPPI delivered the guaranteed maximum price for the new complex consisting of two new buildings: an administration building and a warehouse spaces for storage and equipment.

Orange County Convention Center West Roof Replacement, Orlando, FL | 200,000 SF | \$13.7M | 6/2021

Construction consisted of removing the existing single-ply membrane and installing a thermoplastic polyolefin, single-ply reflective roofing membrane in seven segments. The renovation was performed at an active convention center.

Orange County Government Convention Center West Meeting Room Renovation, Orlando, FL | 1M SF | \$36M | 6/2020

Roof renovation for the 2nd largest convention venue in the United States, consisting of replacing and repairing four decorative main entry roofing components and window wall systems. The venue remained operational with no disruptions to the guests.

Orange County Convention Center Fall Arrest System, Orange County, Orlando, FL | 40,000 SF | \$1.8M | 6/2019

Installation of an Occupational Safety and Health Administration-certified fall arrest system on the roof of the 2nd largest convention venue in the United States. The system functions as a protection safety system for the use of ropes, cables, or chains and maintenance on the concourse by technical staff and guests. The venue remained operational with minimal disruption to guests and visitors.

Qualifications and Experience of the Assigned Project Team

JASON MORGAN

PRINCIPAL-IN-CHARGE

24 Years Construction Experience

21 Years with CPPI



ROLES & RESPONSIBILITIES

Jason provides principal leadership and direction for all phases of the project and assistance with strategic decision-making, establishment of project budget, design review, preconstruction monitoring, and finalizing contractual arrangements.

ACTIVE LICENSES & REGISTRATIONS

Certified General Contractor -
CGC1510766

Certified Underground Utilities
Contractor - CUC1224544

EDUCATION

University of Florida, B.S.
Building Construction

AVAILABILITY

5%; Always available via cell phone
(352) 538-5217



Jason grew up in Lake County and is a product of Lake County Schools K-12. Over the course of his tenure with CPPI, Jason has overseen dozens of successful construction projects, primarily for the healthcare, education, and municipal market segments. The community resource and recreation center project is the perfect fit for Jason and his team of construction professionals.

Jason served as principal-in-charge and ultimately responsible:

Lake County Supervisor of Elections, Leesburg, FL | 50,000 SF | \$593,000 | 01/2024

This project consisted of an initial site, systems and needs assessment of the existing Sears store the County was planning to renovate and use as their new Supervisor of Elections facility. CPPI then performed an extensive interior demolition and asbestos abatement to prepare the facility for future phases.

Lake County Judicial Complex Phase II, Tavares, FL | 150,000 SF | \$34,845,138 | 05/2013

Phase II of the Lake County Judicial Center complex consisted of an expansion of the existing Lake County Courthouse building. The expansion included court rooms, judges chambers, holding cells, jury assembly, and court administrative space.

Lake County Emergency Operations Center, Tavares, FL | 26,200 SF | \$5,482,738 | 01/2013

The Lake County Emergency Communications & Operations Center is a state-of-the art two story facility located in Tavares, Florida. In addition to the energy management system component, training rooms, and a sheriff's communication room, the project included modifications to the existing Central Energy Plant allowing it to withstand winds up to 160 miles per hour.

Lake County Schools Lake Minneola High School, Minneola, FL | 277,000 SF | \$44,915,033 | 07/2011

Lake Minneola High School was a phased project featuring multiple buildings designed to support nearly 2,000 students. The new high school is located on a 60-acre site and includes the construction of classrooms, administration, cafeteria, auditorium, and gymnasium buildings. The project also contains a new parent drive, bus loop, service drive, and parking. Additionally, site construction for drainage improvements were a key part of the project.

Lake County Schools Tavares Middle School, Tavares, FL | 34,625 SF | \$5,709,199 | 06/2005

This project consisted of a building addition with space for science labs, computer labs, and general classrooms. The facility is a two-story, load bearing CMU structure with brick veneer skin to match the existing buildings on campus. The roof system is a steel bar joist and standing seam metal. Site features included a new courtyard area and locker kiosk structures.

Qualifications and Experience of the Assigned Project Team

Our team is involved with multiple organizations throughout Central Florida and the State of Florida. We participate in both industry-specific organizations and ones that are our employee's passion. Many of the organizations we belong to foster the future of the construction industry and building trades programs within Central Florida. Some of these include:

- ABC/Associated Builders and Contractors, Central Florida Chapter - Multiple personnel participate within the Chapter. We support the Programs Committee, Excellence in Construction Awards, NEXGEN, University of Central Florida and Seminole State College Student Chapters.
- NAWIC/National Association of Women in Construction, Central Florida Chapter - One of CPPI's project managers, Kristin Andreasen, is a member and significant contributor to the growth of this organization and for opportunities for women in construction. Kristin is the Immediate Past President.
- COAA/Construction Owners Association of America - As a board member, CPPI's vice president, Corie Patton, supports the organization as an advocate for construction owners.
- ACE Mentor Program - CPPI is an active mentor for the students in the mentorship program.
- ACT/Academy of Construction Technology - In addition to supporting the academy, CPPI superintendent, Dale Wicker, leads teach-ins at South Lake High School for several of Jared Fullerton's Construction Trades Classes.
- Lake County Schools Foundation - We are an active participant in the "Ladies FORE Education" Golf Fundraiser...we also like to dress up!
- LEAD/Lake Economic Area Development - CPPI is a recent member of the newly formed organization promoting smart growth within Lake County.
- CFFCA/Central Florida Fire Chiefs Association - CPPI is a Three Alarm Sponsor.
- NAMC/National Association of Minority Contractors - CPPI is a Bronze level member.
- Education Foundation, Osceola County - Several of CPPI's employees support the Education Foundation with fundraising and volunteering.
- FEPPA/Florida Education Facilities Planners Association - CPPI has supported this organization for the past two decades.
- AMFP/Association of Medical Facility Professionals - CPPI is a sponsor of AMFP's many programs.
- Seminole State College - CPPI's COO, Steve Williams, is an adjunct professor teaching Construction Scheduling.
- Florida Polytechnic University Foundation - The CPPI team supports the University's programs and fundraising events.

This is just a sampling of the firm's and individual's memberships in professional organizations or associations. CPPI fully supports our team's professional development, continuing education, and career training in order to help develop new skills, stay up-to-date on current trends, and advance their career. CPPI also gives back to our community in many ways including volunteering, donating, and participating in fundraisers.



**LADIES FORE EDUCATION
GOLF TOURNAMENT
LAKE COUNTY SCHOOLS**

tab IV

CONSTRUCTION DEFAULT LITIGATION



Construction Default Litigation

CPPI has been involved in discussions and opportunities for solutions over the over the course of doing business however **none, in the firm's 56-year history, have involved construction defaults, construction defects, breach of contract, etc.** Charles Perry Partners, Inc. is not a litigious entity. The firm's leadership have always resolved issues in the early stages of litigation.

Filed by Charles Perry Partners, Inc.

Charles Perry Partners, Inc. v. ABO Sefen Group and Aventus Health, LLC | Filed 2019

Case No. 2019-CA-000830-15-G, Seminole County, Florida, Circuit Court

Description of Action: CPPI was hired by ABO Sefen/Aventus to build a medical office building. While the parties were negotiating the main construction contract, they agreed that CPPI would provide certain early scopes of work including site work while they negotiated the main agreement. During the time that CPPI was performing the site work, ABO Sefen/Aventus decided to suspend the project for financial reasons, and directed CPPI to stop performing work.

THE MATTER WAS SETTLED AMICABLY IN THE EARLY STAGES OF LITIGATION.

Charles Perry Partners, Inc. v. Spancrete Southeast, Inc. | Filed 2020

Case No. 2020-CA-000392, Alachua County, Florida, Circuit Court

Description of Action: Spancrete was a subcontractor of Charles Perry Partners for a hotel project Charles Perry Partners built for NPI GCD West. Spancrete delayed the project, but refused to accept responsibility for the delay or the damages it caused, leading Charles Perry Partners to file suit.

THIS MATTER WAS SETTLED AND DISMISSED.

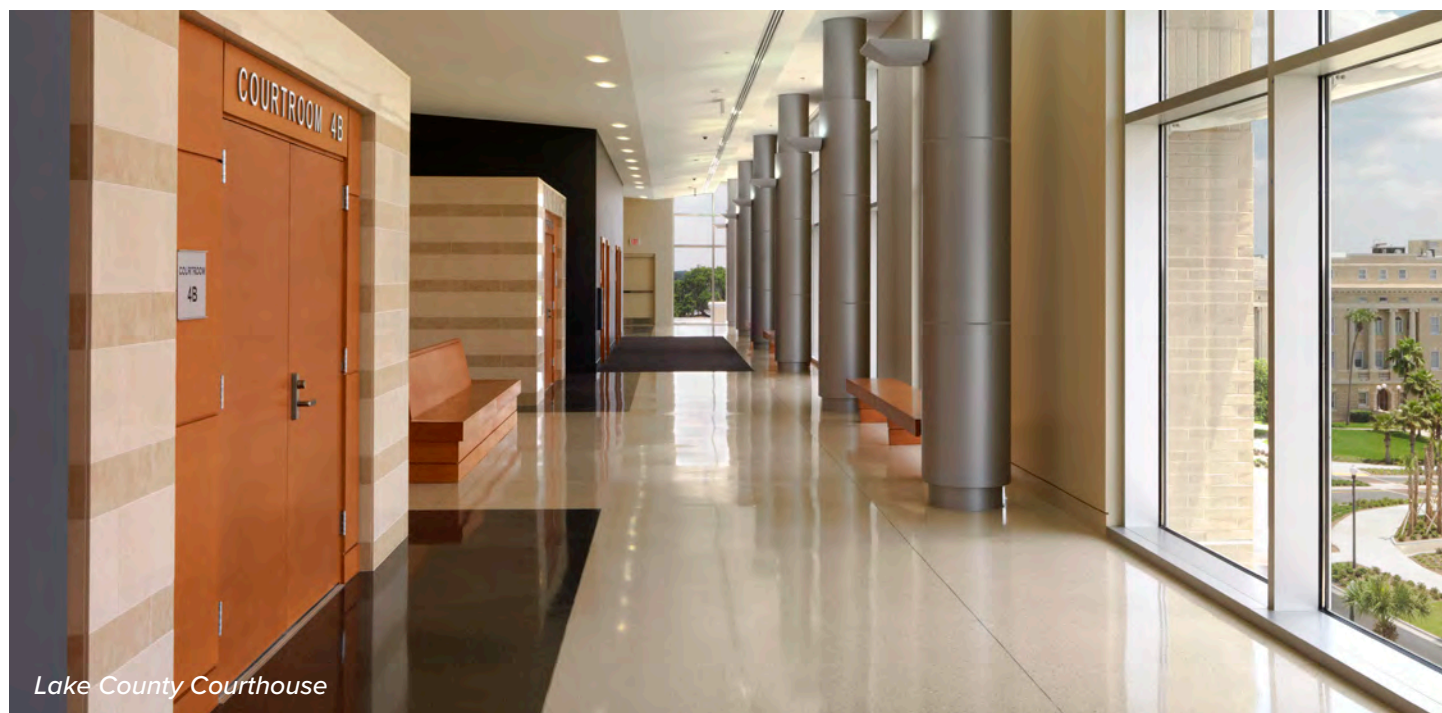
Filed against Charles Perry Partners, Inc.

Parmelee Contracting, Inc. v. Charles Perry Partners, Inc., et. al. | Filed 2019

Case No. 2019-CA-002516, Alachua County, Florida, Circuit Court

Description of Action: Parmelee was a subcontractor of Charles Perry Partners for a hotel project Charles Perry Partners built for NPI GCD West. They filed a lien transfer due to a dispute over change orders and back charges. Charles Perry Partners filed a counterclaim because it was required to supplement Parmelee's work.

THIS MATTER WAS SETTLED AND DISMISSED.



Lake County Courthouse

"From the start, CPPI's staff have been pragmatic, transparent, and have truly acted as an extension of City Staff. Not all contractors embrace that responsibility. As a result, the expertise and professionalism exemplified by CPPI has set the bar for future construction projects in Wildwood."

Jason McHugh, City Manager
City of Wildwood



tab
V

APPROACH TO THE PROJECT



PROJECT UNDERSTANDING AND OVERVIEW

This exciting project to provide the City of Mount Dora with a much-needed community resource and recreation center consisting of a gymnasium and locker rooms, kitchen and meeting space, event space, administration and flexible office space, and a state-of-the-art technology center, will be a centerpiece for the City and the community it serves.

CPPI's team has a thorough understanding of the services required and are exactly as stated in the RFQ:

PRECONSTRUCTION SERVICES

MEETINGS. CPPI's director of preconstruction, Kevin Bradford, will attend all meetings with the City of Mount Dora and the project engineer at regularly scheduled intervals throughout the preconstruction phase. According to the phase, frequent (weekly/bi-weekly) project team meetings are anticipated prior to the City's acceptance of the guaranteed maximum price. Also in attendance and supporting the team will be School Planning & Design's Chris Kraemer. Chris supported Borrelli + Partners during the development of the 100% construction documents and has provided CPPI with value-added options which will be discussed later in this section regarding special considerations.

TIMELINE. CPPI's team will prepare an estimating and permitting timeline outlining the tasks required during the preconstruction phase.

ESTIMATES/ESTIMATING. CPPI's team is ready to prepare an updated estimate based on the completed drawings and specifications within (30) calendar days of receipt of the drawings and specifications. Our team agrees to the following:

100% Construction Documents: CPPI will prepare an estimate based on drawings and specifications within (30) calendar days of receipt of drawings and specifications. Any significant deviations relative to quantities, costs, and schedule will be identified along with a suggested action plan to align the project with the budget. The estimate will be accurately detailed and include a comprehensive exercise narrowing the scope of assumptions and qualifications.

Guaranteed Maximum Price (GMP) Estimate: 100% Construction Documents. CPPI shall submit the GMP within (45) calendar days of receipt of drawings and specifications for the project. The estimate will contain a summary of general conditions, general requirements, insurances, bonds, fees, costs of the work, and actual subcontractor proposals tabulated with detailed scope completeness and accuracy, along with assumptions and qualifications.



PROJECT UNDERSTANDING AND OVERVIEW *(CONTINUED)*

VALUE ANALYSIS AND CONSTRUCTABILITY. Concurrent with each estimate, CPPI will submit a detailed list of value engineering and management options, complete with estimated costs and schedule impacts. CPPI shall also provide the City of Mount Dora with continual input addressing constructability, availability of materials and qualified trades for specialized systems, comparative cost/benefit analyses for various building systems, construction means and methods, and budget/schedule impact. Since the overall design has been developed, CPPI will ensure the project will proceed within the budget and schedule allowed.

CPPI has already reviewed the provided 100% documents and understands the City of Mount Dora is allowing 18 months for construction however, our team has discussed value-added options and schedule adjustments that may shorten the schedule to around 12 months. Please review the Gant chart schedule presented later in this section regarding special considerations.

SUBCONTRACTOR BID PACKAGE & PROCUREMENT. CPPI and our consultants will develop comprehensive and competitively bid packages for each construction trade during the GMP subcontractor bidding. The City Purchasing Division shall approve the process used by CPPI for noticing, accepting and awarding sub-contracts for each of the trades. CPPI will select at least three (3) qualified subcontractor bidders; shall diligently work to include quotes from qualified local area businesses; identify long-lead delivery materials and equipment; work with the City of Mount Dora to identify qualified vendors, and complete subcontractor and vendor negotiations after GMP approval and the construction services agreement is finalized. CPPI agrees that prior to issuance of any construction bidding that any/all grant-funding program managers will be provided general draft bid documents for review.

CONSTRUCTION SERVICES

Following negotiation of a GMP and execution of a Construction Services Agreement with a Guaranteed Maximum Price (GMP) CPPI shall become the General Contractor.

CPPI shall become the Construction Manager (CM)/General Contractor (GC) and manage all facets of construction as agreed to in the Construction Services Agreement.

POST-CONSTRUCTION SERVICES

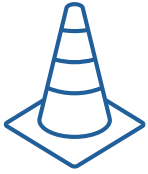
The CPPI team offers the City of Mount Dora a strong track record of reliability and continued service on completed projects through warranty, and into the future.

We build more than buildings, we build relationships.



APPROACH, SPECIALIZED SKILLS/CONSIDERATIONS

CPPI tailors each project approach to the specific needs of the client and community it serves. We adhere to six basic components:



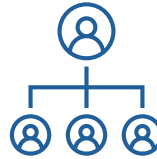
SAFETY



COST



SCHEDULE



**TRADES
MANAGEMENT**



QUALITY



**STAKEHOLDER
TEAM**

SAFETY is always first and foremost in all aspects of our projects. Initially, our team contacts the local public safety offices that serve the project site to advise of our schedule, have them look at and advise on our site logistics plan to ensure their ease of service should it be needed, and to alert of any impacts to roads, maintenance of traffic requirements, or other coordination needs. For this project, our team will reach out to City of Mount Dora Police Chief Gibson and City of Mount Dora Fire Chief Hightower.

Additionally, information and communication through the use of social media (as approved by the City of Mount Dora) and community outreach meetings to inform the nearby citizens is an important aspect of the overall safety we provide. Once construction starts, we have a robust safety program.

CPPI's project superintendent, Dale Wicker, is responsible for the implementation and enforcement of CPPI's proven project safety plan. As CPPI's boots on the ground, Dale takes extra steps to ensure everyone inside the construction fence, as well as outside the construction fence, goes home safely. With the rapid development of technology, there are now a plethora of tools available to aid in safety management on construction sites. These range from wearables that track workers' movements and vital signs, drones for site inspections, virtual reality simulations for training purposes, and mobile programs with predictive analytics for risk assessment.

Dale harnesses the full potential of these advanced safety measures and actively shapes the future of construction, where safety and efficiency go hand in hand, leading to remarkable outcomes and a truly safe site.

CPPI has an extensive corporate safety manual that contains more than 30 sections pertaining to all areas of job-site safety. The major components of the CPPI job-site safety program:

- Dale holds weekly job-site safety meetings with the construction team and all subcontractors.
- Dale Wicker addresses safety compliance issues with the construction team.
- Dale documents all compliance initiatives for CPPI's subcontractor safety program.
- Dale's job-site supervision emphasizes overall safety compliance with all applicable safety, health, and environmental standards, and regulatory agencies. (OSHA, EPA, State)



Reached over 2.5 million man hours without a single lost time accident on a single project



Maintains a Superior Experience Modification Rate (EMR)



Received multiple Associated General Contractors (AGC) Safety Awards

**Zero Incidents
Zero Accidents
SAFETY IS OUR
#1 PRIORITY**

APPROACH, SPECIALIZED SKILLS/CONSIDERATIONS (CONTINUED)

COST. From our preconstruction efforts and GMP development through to the construction and closeout, the CPPI team serves as your fiduciary of the funds committed to this project ensuring all cost considerations are thoroughly investigated and represent the best interests of the City of Mount Dora and the project at every step. We are well versed in owner direct purchase programs that save you taxes on purchased materials and equipment, and will maximize these savings for the City. We also can help with the City's grant-funding requirements by isolating costs specific to those grants and tracking separately with monthly reporting on those specific expenditures.

SPECIAL CONSIDERATION:

KNOWLEDGE OF GRANT-FUNDED PROJECTS

CPPI manages grant-funded projects in a number of ways, including:

PLANNING. Having a plan in place before construction starts is important. This includes:

- *Identifying risks and making sure the project is realistic.*
- *Establishing expectations with stakeholders, contractors, and others involved.*

PROJECT MANAGEMENT. Assembling a project management team that includes the architect, engineer, accountant, attorney, and representatives of those who will use the facility.

COMPLIANCE. Ensuring compliance with grant requirements and environmental regulations. This can include:

- *Working with partners who understand the requirements.*
- *Meeting "buy American" guidelines.*
- *Meeting documentation requirements.*

PROJECT DELIVERY METHOD. Using a delivery method that complies with federal regulations.

PROPOSAL SUBMISSION. Submitting a proposal early and adhering to the guidelines.

PROJECT MEETINGS. Attending project requirements meetings with the funder to answer questions and clarify anything that is not understood.

DESIGN PLANS AND SPECIFICATIONS.

Reviewing design plans and specifications to ensure they comply with the grant agreement.

Once construction starts, the cost savings options have just begun. We work on plans to utilize every nickel to ensure your program elements are maximized and maintenance and life cycles of systems are best of class. All savings are returned back to the City of Mount Dora and monthly reporting of anticipated savings are shared so real-time decisions can be made to **put those savings back into the project if desired.**

CASE STUDY LAKE SUMTER STATE COLLEGE SCIENCE AND NURSING BUILDING



Utilizing the CPPI team's individual experience and the knowledge of the client and this project, we were able to complete very thorough and detailed bid packages and scopes of work.

Provisions were made in the budget to anticipate potential issues based on this knowledge combined with a tight buy-out.

This meant that 100% of the \$500,000 contingency was returned to the owner. Another result of the thorough scope creation and buy-out effort was the total tax savings on this project which exceeded the original goal.

This effort resulted in a savings of \$184,000 on a \$13 million dollar project.

APPROACH, SPECIALIZED SKILLS/CONSIDERATIONS (CONTINUED)

CITY OF MOUNT DORA COMMUNITY RESOURCE & RECREATION CENTER - BUDGET EVALUATION

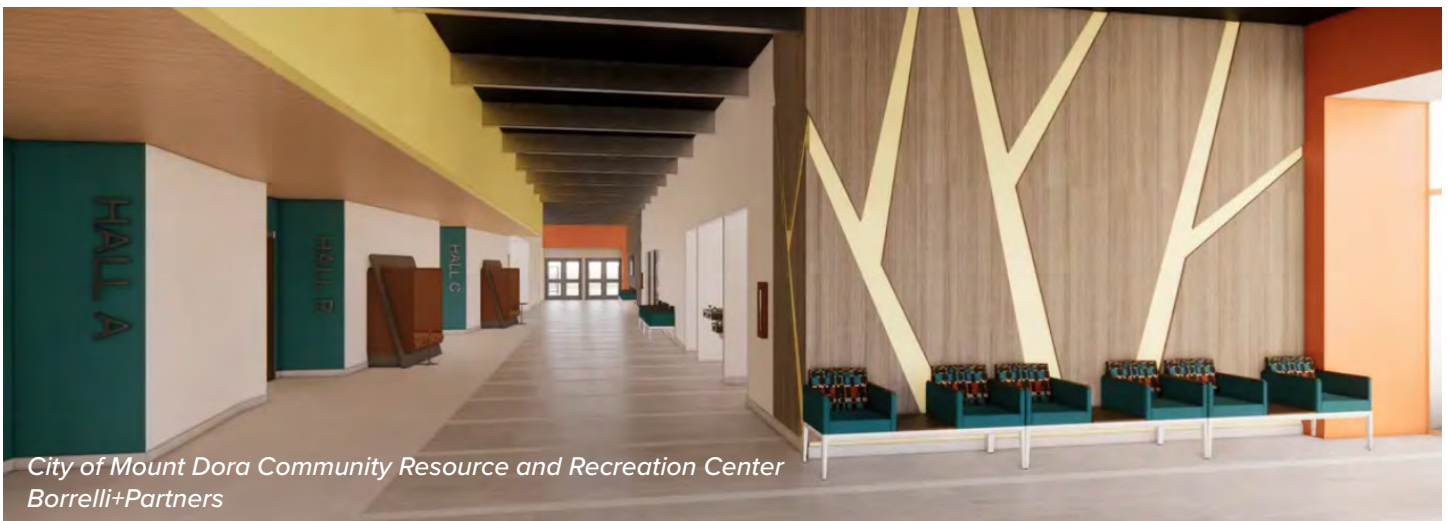
CPPI has performed an extensive evaluation of the advertised \$15,000,000 construction budget listed within the RFQ. Our budget evaluation process consisted of a thorough review of the 100% Construction Documents to establish detailed quantity take-offs and costs associated with all CSI Division trades. With our local partner, GP Construction, we also contacted several of our Lake County subcontractor partners for their input on the specific materials, equipment, and systems defined within the 100% Construction Documents.

While we are extremely confident in meeting your established \$15,000,000 construction budget, CPPI's ability to **PROVIDE ADDITIONAL VALUE TO THE CITY OF MOUNT DORA** for this project cannot be understated. We have already taken this opportunity to **IDENTIFY SEVERAL POTENTIAL VALUE ENGINEERING OPTIONS** for the City of Mount Dora's review such as:

- Utilize roof-top unit screens in-lieu of raising parapet.
- Utilize field applied rubber playground surface in-lieu of rubber tiles.
- Utilize exterior wall batt insulation in-lieu of insulated tilt-up concrete panels.
- Utilize additional stucco to reduce the amount of exterior metal panels.
- Utilize additional aluminum storefront to reduce the amount of curtainwall.

Moreover, as previously noted, we have included Chris Kraemer with School Planning and Design on our team who completed the Schematic Design Estimate, Design Development Estimate, 50% Construction Documents Estimate, and Pricing Set Estimate for Borrelli + Partners and the City of Mount Dora during the design phase of this project.

Chris Kraemer's unique combination of academic qualifications, experience, and specific knowledge of this project will provide the consistency of project cost control throughout budget verification, value analysis, and the preconstruction bidding phase so there are absolutely no surprises when we issue our guaranteed maximum price for your review.

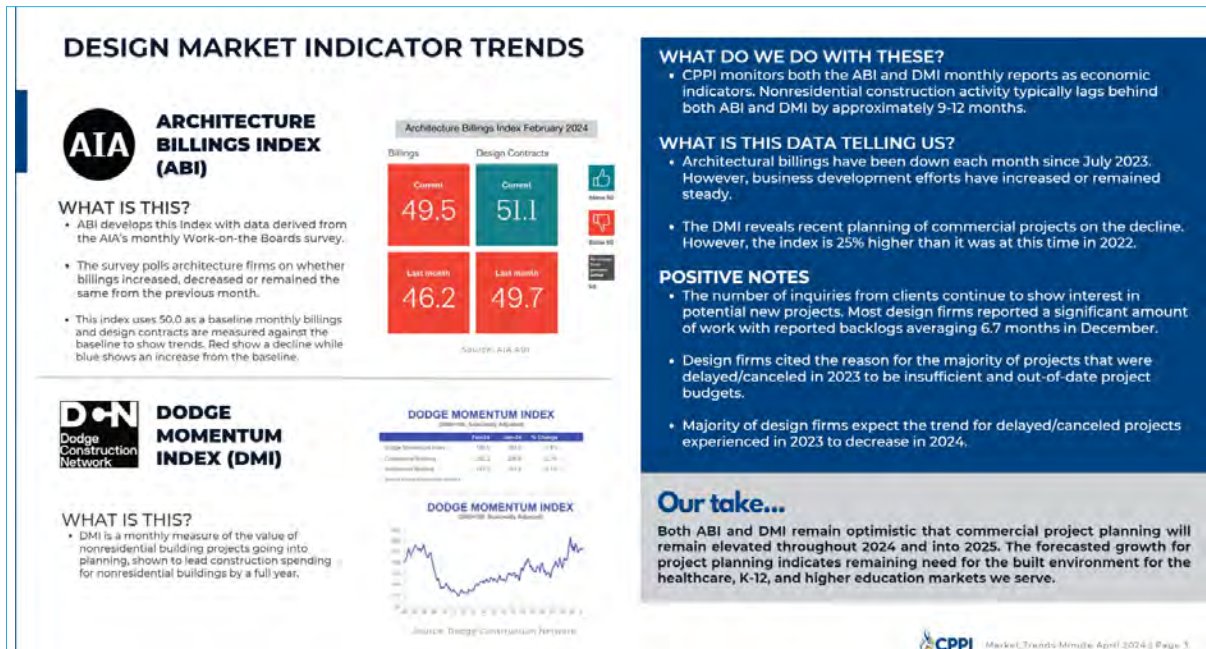


City of Mount Dora Community Resource and Recreation Center
Borrelli+Partners

APPROACH, SPECIALIZED SKILLS/CONSIDERATIONS (CONTINUED)

As one of Florida's premier commercial general contractors specializing in municipal projects, CPPI has always proactively responded to market changes and technological advancements to ensure efficient operations, effective communication, and adherence to budgets and scopes.

One of those efforts is the generation of **MARKET TRENDS MINUTE**, CPPI's periodical report on the construction market produced using various data sources that our preconstruction team continually monitors so that we are armed with the most up-to-date information to provide best value for our clients. We give our clients our expert interpretation of what this data tells us for both the present and future markets we serve. We would be more than happy to forward you the 12-page comprehensive, electronic report. A few snapshots of the most recent issue include:



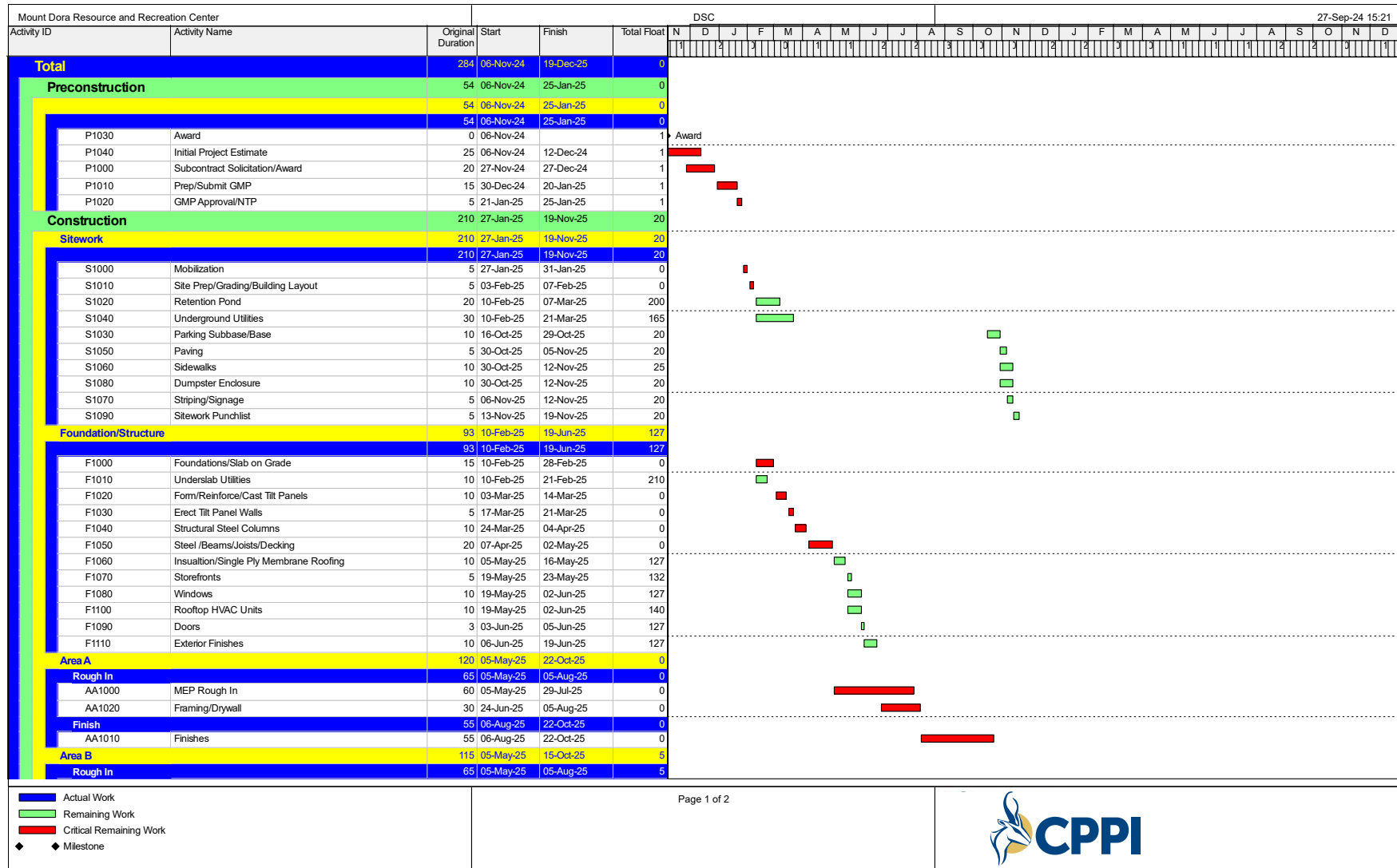
CPPI Market Trends Minute April 2024 Page 5



CPPI Market Trends Minute April 2024 Page 4

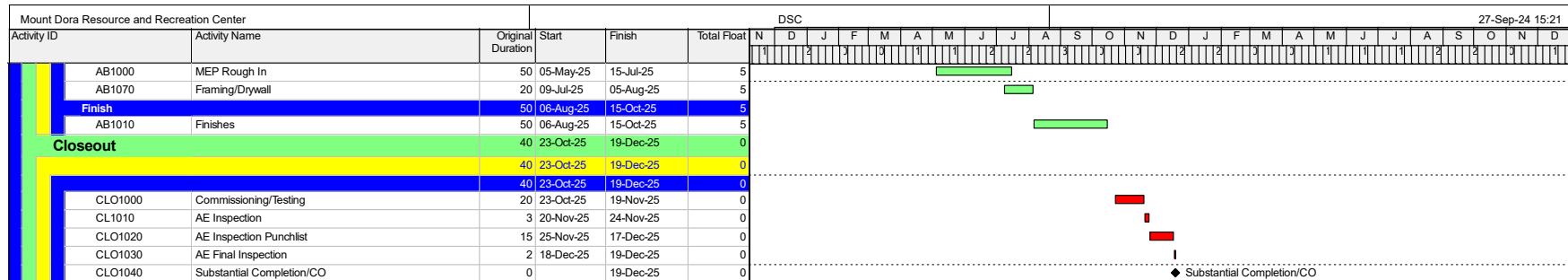
APPROACH, SPECIALIZED SKILLS/CONSIDERATIONS (CONTINUED)

SCHEDULE. We have already created a detailed project schedule summarized here, that allows for the preconstruction phase with a guaranteed maximum pricing delivery, and also a timeline for the construction phase. As noted, we believe the project allowance of 18 months is more than sufficient and have a plan to finish the project well ahead of this time. Trade partner input and major material delivery times have been incorporated.



APPROACH, SPECIALIZED SKILLS/CONSIDERATIONS (CONTINUED)

SCHEDULE. Page 2:



STATEMENT

CPPI has the capacity to perform the work within the required schedule stated in the RFQ. This statement is in the form of a narrative and this Gant chart.

The proposed team is 100% available throughout the expected timeframe for the proposed project and this represents a commitment by CPPI and its affiliates to allocate the necessary resources to this project.

CPPI project manager, Kyle Twardoski, is completing Daytona State College's Firing Range project at the end of December 2024 with final Certificate of Occupancy slated for January 1, 2024.

CPPI superintendent, Dale Wicker, is in the final stages of completion of a project for UF Health in Clermont on US Hwy 27 by converting an old CVS store to a free standing emergency department. His inspection is slated for October 7, 2024 therefore, Dale will be 100% available ASAP for this project.

■ Actual Work
 ■ Remaining Work
 ■ Critical Remaining Work
 ◆ Milestone

Page 2 of 2



APPROACH, SPECIALIZED SKILLS/CONSIDERATIONS (CONTINUED)

The City of Mount Dora Community Resource & Recreation Center schedule was developed by CPPI to identify the following *three major components*:



TIMING

A notice to proceed date should imminently follow the City of Mount Dora Council's Approval in November 2024. With 100% Construction Documents, this allowed us to identify all of major tasks and break them out chronologically by month in order to meet (if not exceed) the schedule expectations established by the City of Mount Dora.



TASKS

Based on our extensive experience managing similar projects with 100% Construction Documents, the City of Mount Dora has done an excellent job identifying the following specific tasks required within the RFQ:

- Meeting Attendance
- Estimating and Permitting Timelines
- Guaranteed Maximum Price Estimate
- Subcontractor Bid Package Procurement
- Construction Work Scope Review
- Options Analysis
- Design Review
- Budget Estimating
- Value Engineering
- Life Cycle Cost Analysis
- Construction Scheduling
- Constructability Analysis
- Cost Control
- Quality Control
- Project Closeout



INPUT REQUIRED

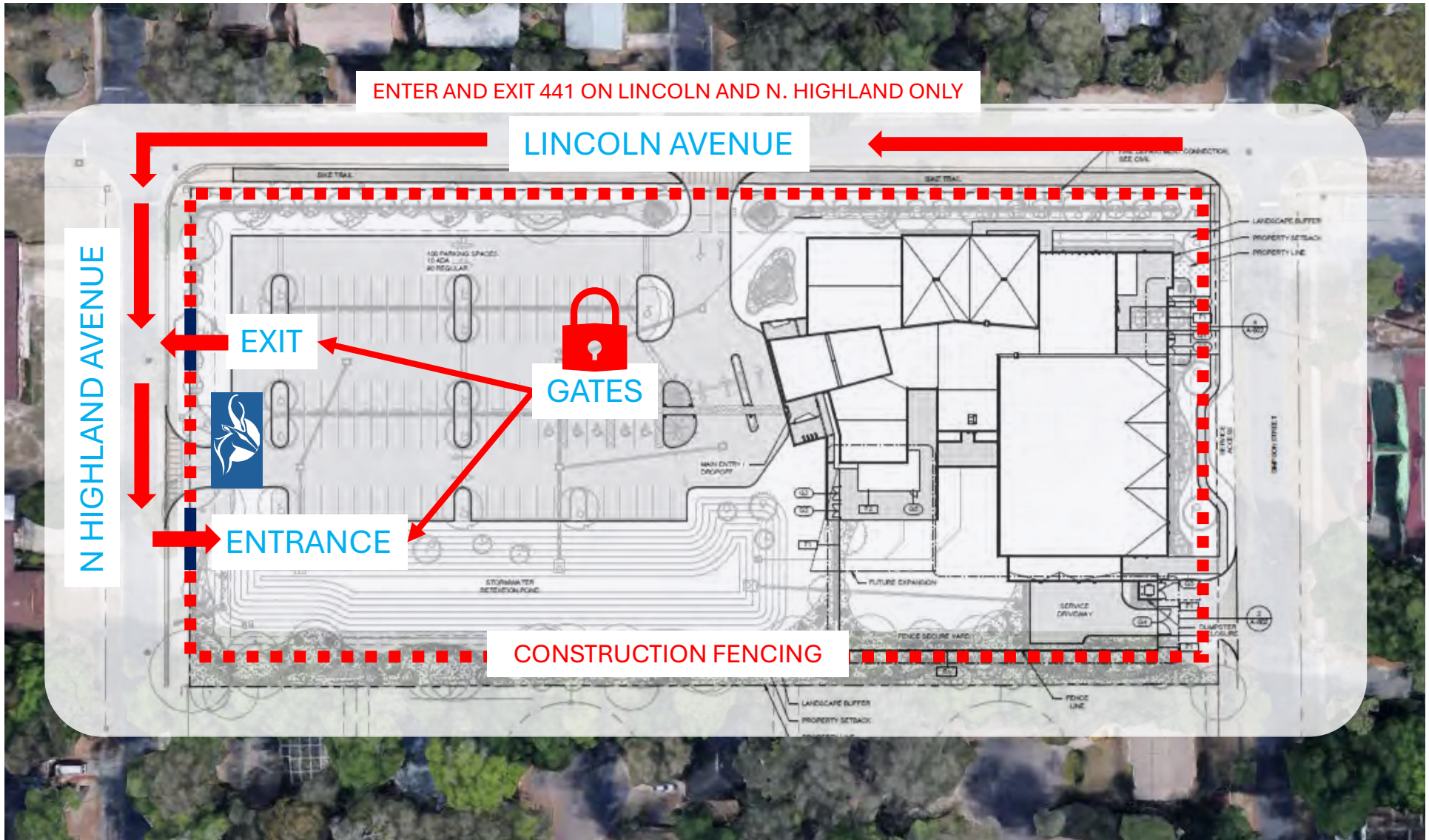
Gathering input is extremely important therefore we have provided major milestone and critical items in the schedule given their long lead status in ordering. Input from all stakeholders throughout the process will not only ensure consensus but will also instill ownership in the success of this project.

CPPI, GP Construction, and School Planning and Design, is your A-team for a successful project!



SAMPLE LOGISTICS PLAN

The CPPI team will create a site logistics plan to assess the existing site and identify any opportunities or challenges. The final plan will be decided by a collaborative decision with all stakeholders.

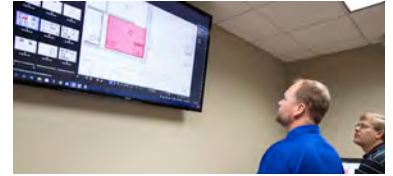
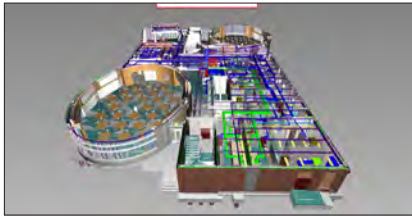


APPROACH, SPECIALIZED SKILLS/CONSIDERATIONS (CONTINUED)

Specialized skills available and special considerations are CPPI provides the following “in-house” services.

BUILDING INFORMATION MODELING (BIM)

CPPI has a full-time BIM Manager who has implemented Building Information Modeling into our every day practice, utilizing Autodesk “Revit” Suite of products. We are currently utilizing the software to generate building models with a level of detail sufficient for clash detection between building structures and mechanical, electrical, plumbing, and fire protection (MEPFP) systems. CPPI performs this service for all projects.



ESTIMATING

Coupled with our substantial relevant historical cost data based on similarly completed facilities, CPPI has a team of full-time estimators who provide estimates in intervals during programming, schematic, design development, and construction document phases of design. Our GMP will be accompanied by a detailed report including: GMP summary, detailed line item estimate, qualifications/clarifications, allowances, contract document list, and schedule.

CONSTRUCTABILITY REVIEWS

Throughout the project, we analyze the documents focusing largely on structural systems, building envelope and site work. As we review the documents, many other opportunities will present themselves as we evaluate other means and methods of delivery in the details of subsystems. While the whole design and construction team will have input, Kevin Bradford, director of preconstruction, will specifically lead the effort.



LEAN OPERATIONS

CPPI’s intention is to build on a foundation of lean concepts through upper management support and field coordinated education. Continuous improvement is based on creating meaningful baselines that support and reflect the reality of the current construction process.



SAFETY MANAGEMENT

CPPI has a dedicated safety manager who provides all of our employees with guidance and support in job-site safety. He works closely with CPPI superintendents to ensure that all proper safety measures are being taken at all times. The safety manager visits job sites unannounced to monitor compliance, and to hold monthly safety inspections.

SCHEDULING

CPPI’s operations teams, preconstruction, and project executive all develop schedules in-house. The team creates project master schedules, including all construction activity sequences. We will work with the City of Mount Dora on a schedule of progress, including specific milestone dates and review periods, and a list of deliverables with due dates.



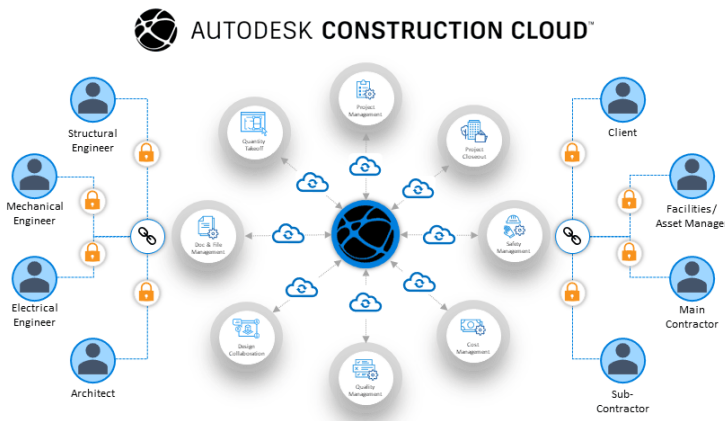
MEP/FP COORDINATION

CPPI has a full-time MEP/FP Coordinator who has established a protocol to ensure delivery of proper working HVAC and fire protection systems. This service is provided at no cost to the owner.

APPROACH, SPECIALIZED SKILLS/CONSIDERATIONS *(CONTINUED)*

TECHNOLOGY. CPPI utilizes current construction software and technology that allows our personnel to manage information, communicate, control documents, and perform trade contractor management efficiently and collaboratively. Industry-specific software utilized by our entire project team includes:

Autodesk Build. This construction management software system provides live access to all project team members for fluid communication and immediate transfer of critical information.



Examples of the information include drawing changes, request for information (RFI) questions and responses, submittals, and daily reports, as well as other logs. The platform is online, flexible, and managed by our team.

Bluebeam. This is used to electronically manage and share drawings. Bluebeam also offers capabilities to share project-related documents such as photos and schedules to facilitate collaborative review.

Primavera. This is used for creation and management of our project schedules.

Building Connected. Our estimating software to develop and manage bid lists and solicit bids.

Sage. This is our industry-focused accounting software. Sage allows our teams to monitor project costs at real-time, from job costs, change orders, and invoices.

OUTREACH. One of GP Construction's main roles on the team will be local outreach and creating opportunities for CPPI and GP to meet new trade partners and community members.

A few outreach opportunities include:

- Using local publications to announce, advertise, solicit, and attract interested firms.
- Conduct local community outreach workshops and "meet and greet functions". These functions are conducted by our team to educate the subcontractor market about the project and generate local subcontractor excitement. We have found this process results in finding higher-quality subcontractors and better overall pricing.
- Host training seminars, and workshops to make firms aware of the opportunities and requirements.
- Collect the contact information of all interested firms, provide assistance in meeting prequalification requirements.
- Introduce and connect small firms that could gain an advantage through a teaming arrangement with larger firms.
- Early notification of the subcontractors in our database of the timing of the project so they can identify available resources for this project.
- Execute a procurement plan and tailored scopes to maximize local subcontractor opportunities on the project while obtaining the most competitive price.

LOCAL PARTICIPATION. Our engagement with small and diverse companies is well-established. CPPI currently participates in mentor-protégé partnerships with minority and small business firms in all sectors of construction. We have found these relationships to be mutually beneficial by expanding our capabilities and building relationships. This approach to teaming fosters closer ties and longevity of our business interests.

Our database contains thousands of local subcontractors and suppliers. Our team is well positioned to maximize the participation of qualified local subcontractors and suppliers for this project due to the types of projects that CPPI specializes in, the access to good, qualified subcontractors is extensive over that of our competition.

APPROACH, SPECIALIZED SKILLS/CONSIDERATIONS (CONTINUED)

POSSIBLE DIFFICULTIES. There will always be difficulties in every construction project. Construction is hard however, how the team reacts to issues when they arise is key. The CPPI team is comprised of professional problem-solvers, they successfully troubleshoot issues every day.

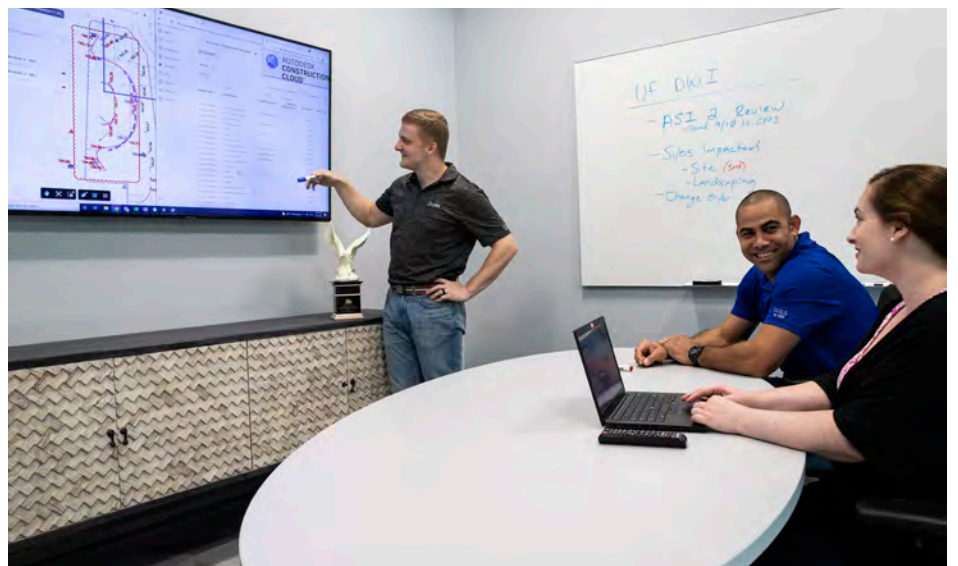
“CPPI put together a top notch team that consistently advocated for the University of Florida and the user throughout the project. Their innovative solutions for site or design issues were instrumental in maintaining forward progress of the project.”

BILL SMITH, PROJECT MANAGER (FORMER)
UNIVERSITY OF FLORIDA



“The CPPI Team was always very professional, paid great attention to detail and made sure we were always informed and included which in the end provided us with a building that exceeded our expectations. Each of them represents outstanding examples of CPPI’s dedication to customer service and their clients.”

- Ethan Burrowes, Director of Planning & Construction
Stetson University (formerly with Seminole State College)



APPROACH, SPECIALIZED SKILLS/CONSIDERATIONS (CONTINUED)

SEPTEMBER 1, 2023

Survey Questionnaire – City of Kissimmee (Professional Services)

To: Alan Hays, Supervisor of Elections Lake County Government
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 352-253-1403 Call me if you have questions.

Email: alan@lakevotes.gov

Subject: Past Performance Survey of:
Charles Perry Partners, Inc. - Construction Services for Asbestos Abatement/Demolition
(Project Name)

Cost of Services: \$593,000 Date Complete: April 2023

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Sears Store -

Similar Work Project Name: Asbestos/Abatement Date Completed: April 2023

NO	CRITERIA	UNIT	
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation and invoice correctly	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring vendor/individual again	(1-10)	10
	I have used CPPI for 20 plus years and they are by far my "GO TO" company! I tell them to get to work and keep me informed. That's really how much I trust and depend on their integrity.		

Alan Hays, Supervisor of Elections
Printed Name of Evaluator

D. Alan Hays
Signature of Evaluator

Please fax or email the completed survey to: holly.duke@cpipi.com

APPROACH, SPECIALIZED SKILLS/CONSIDERATIONS (CONTINUED)



ADDRESS: 200 East Palm Valley Drive
Suite 1040
Oviedo, FL 32765

DISTANCE: 38 miles

DATE EST.: 2007

NUMBER OF FULL TIME STAFF: 75

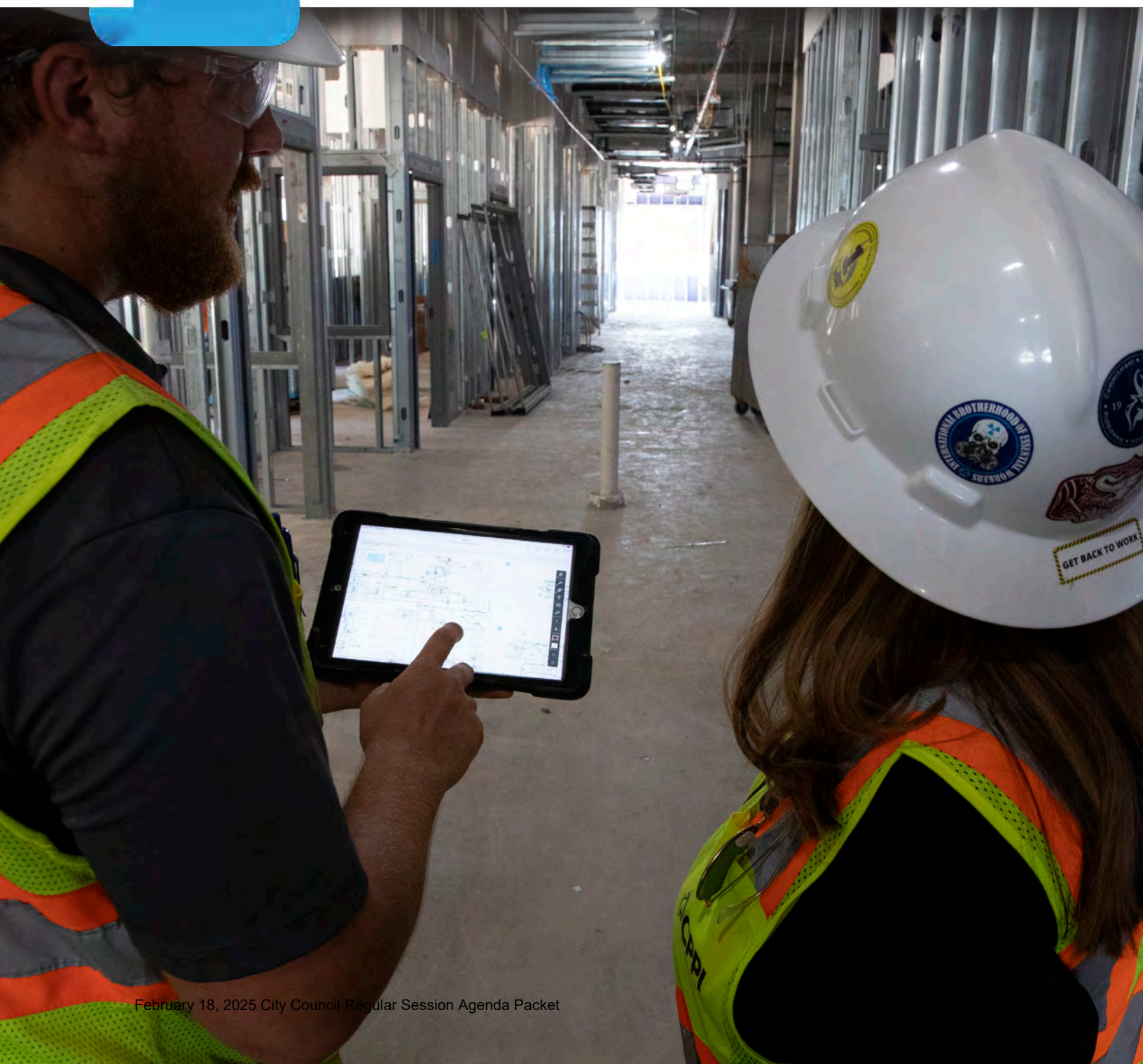
THE BENEFITS OF CPPI'S OFFICE LOCATION TO THE CITY OF MOUNT DORA:

- ✓ Offers all the necessary support to the field to make this project successful.
- ✓ Principal officer is regional and fully-engaged, assuring the full commitment of our resources to achieve your goals.
- ✓ Based in Central Florida, CPPI delivers continuous economic investment and support for the Central Florida subcontracting community.



tab
VI

CURRENT WORKLOAD



Current Workload

CPPI has a deep bench of experienced construction professionals to staff the projects listed in our workload chart below. Our executive team reviews current and projected workload on a weekly, on-going basis and makes adjustments in team allocations accordingly in order to effectively maximize our preconstruction and construction services. Our team has ample resources to effectively manage the project for the City of Mount Dora, both in terms of overall company resources as well as the proposed staff availability.

CPPI has 210 Florida employees, with 75 employees working in the central Florida region full time, split between the office and active project sites. This team has a great deal of experience building successful projects of similar size, scope, budget, and functionality of a community resources and recreation center project.

The table below shows the current workload CPPI's Central Florida region.

CLIENT / PROJECT	LOCATION	ORIGINAL CONTRACT AMOUNT	REMAINING CONTRACT BALANCE	STATUS OF COMPLETION	ANTICIPATED COMPLETION DATE
Lake County Schools Groveland Elementary School Capital Renewal	Groveland, FL	GMP \$4M	GMP \$4M	0%	Aug 2025
Daytona State College (Kyle Twardoski/PM) Firing Range and Shoot House	DeLand, FL	\$11M	\$1M	95%	Jan 2025
Daytona State College Tactical Training Facility	DeLand, FL	\$6M	\$6M	0%	May 2025
Lake County Government Supervisor of Elections	Tavares, FL	\$13M	\$13M	95%	Sept 2025
University of Central Florida Chemistry Building HVAC Renovation	Orlando, FL	\$3M	\$.5M	95%	Nov 2025
Orlando Health ORMC Trauma and Emergency Department Renovation	Orlando, FL	\$12.1M	\$2.7M	98%	Jan 2025
Florida Polytechnic University Gary C. Wendt Engineering Building	Lakeland, FL	\$13.6M	\$7M	65%	Mar 2025
School District of Osceola County West Transportation Center	Poinciana, FL	\$45.2M	\$44.8M	5%	Dec 2025
UF Health Rendina (Dale Wicker/Super) Free Standing Emergency Department	Clermont, FL	\$10M	\$.25M	99%	Nov 2024

The proposed team is committed to the City of Mount Dora. We have the expertise and availability aligning with local community-focused projects. Our proposed team is available from the preconstruction phase throughout the project duration.

Our team is 100% dedicated to this project!

CPPI IS READY AND ABLE TO MEET THE TIME AND BUDGET EXPECTATIONS FOR THIS PROJECT.

With a stellar track record of similar projects completed on time and within budget, we are confident in our understanding of this project's needs. This team's extensive related experience, coupled with our commitment to successfully delivering the City of Mount Dora the best community center project, **makes CPPI the right choice.**

PROJECT	PROJECT COSTS		COMPLETION DATE	
	ORIGINAL	FINAL	ORIGINAL	FINAL
Rollins College Crummer Hall Renovation	\$3M	\$3M <i>Completed Within Budget</i>	9/24	9/24 <i>Completed On Schedule</i>
Lake County Government Supervisor of Elections (Sears Remediation)	\$58M	\$58M <i>Completed Within Budget</i>	4/23	4/23 <i>Completed On Schedule</i>
HCA Florida Casselberry Emergency Department	\$8.3M	\$8.3M <i>Completed Within Budget</i>	3/24	3/24 <i>Completed On Schedule</i>
HCA Florida Foxwood Emergency Department	\$7.6M	\$7.6M <i>Completed Within Budget</i>	3/24	2/24 <i>Completed On Schedule</i>
HCA Florida Osceola East Lobby and Administration Renovation	\$2M	\$2M <i>Completed Within Budget</i>	1/24	1/24 <i>Completed On Schedule</i>
Orlando Health Health Central Hospital Center for Rehabilitation	\$7.6M	\$7.6M <i>Completed Within Budget</i>	10/23	10/23 <i>Completed On Schedule</i>
Pasco County Government Citizen's Center Renovation	\$7.8M	\$7.8M <i>Completed Within Budget</i>	7/23	7/23 <i>Completed On Schedule</i>
Archer Road Veve Cottages at Archer Road	\$25.9M	\$25.9M <i>Completed Within Budget</i>	6/23	6/23 <i>Completed On Schedule</i>
Hillsborough Community College Administration Complex	\$16.9M	\$16.9M <i>Completed Within Budget</i>	2/23	2/23 <i>Completed On Schedule</i>
Orange County Public Schools ESE Campus Consolidation	\$38.8M	\$38.8M <i>Completed Within Budget</i>	6/21	6/21 <i>Completed On Schedule</i>



tab
VII

SCOPE RESPONSE/ ADDITIONAL INFO/ REQUIRED FORMS



PROPOSER CHECK LIST

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

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

- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The Response will be **electronically** delivered in time to be received no later than the specified **due date September 30, 2024 and time of 2:00 pm.** (Otherwise the Response WILL NOT be considered.)

Charles Perry Partners, Inc.
Company

Jason P. Morgan
Authorized Signature

Jason P. Morgan, Executive Vice President
Printed Name & Title

jason.morgan@cppe.com
Email

200 East Palm Valley Drive
Address

Oviedo, FL 32765
City, State, Zip Code

407-977-2353
Telephone No.

Fax No.

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
05%	Lake County Supervisor of Elections New Facility, Tavares	\$ 13M
95%	UF Health Free Standing ED, Clermont	\$ 14M
00%	Lake County Schools Groveland Elementary School Renovation, Groveland	\$ 3M
50%	Florida Polytechnic University Gary C. Wendt Engineering Facility, Lakeland	\$ 14M

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

Lake County Schools Eustis Elementary School - \$28M, Lockheed Martin Continuing Contracts

Under \$7M, Seminole County Public Schools Lake Mary ES Renovation \$30M

OTHER INFORMATION ABOUT PROJECTS:

Charles Perry Partners, Inc.'s resume of projects consist of primarily Education, Healthcare,

and Municipal market segments.

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

STATEMENT OF LITIGATION:

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

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

CONTRACT TOTALS:

List total contract amounts for work performed on all completed **State Lobbying Services** related projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ 0.00 Total Contract Amounts for work done on all past related projects.

REFERENCES:

Bank(s) Maintaining Account(s): _____

Ameris Bank - Michael Carnevale, City President Ameris Bank, (D) 352-264-7259

Surety/Underwriter: (if required) _____

Travelers Casualty and Surety Company of America - Gicelle Pajon, Attorney-in-Fact, Marsh
(D) 305-588-5875

Other References: (Use additional sheets if necessary)

Dunn & Bradstreet 96-8676069, Corporate Charter P11000035219

TYPE OF FIRM:

☒ Corporation/Years in Business: 56. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

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

Charles Perry Partners, Inc.

Company

Jason P. Morgan

Authorized Signature

Jason P. Morgan, Executive Vice President
Printed Name & Title

jason.morgan@cppe.com
Email

200 East Palm Valley Drive

Address

Oviedo, FL 32765

City, State, Zip Code

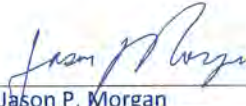
407-977-2353

Telephone No.

Fax No.

**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

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

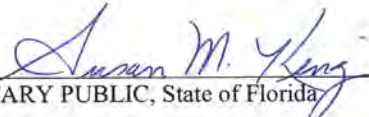

Print: Jason P. Morgan
Title: Executive Vice President

**STATE OF FLORIDA
COUNTY OF Seminole**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Jason Morgan, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 30th day of September, 2024.

(stamp)




NOTARY PUBLIC, State of Florida



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2024

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

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

PRODUCER M.E. Wilson Company LLC Waldorff Insurance & Bonding, Inc. 45 Eglin Parkway, NE, Ste 202 Fort Walton Beach FL 32548		CONTACT NAME: PHONE (A/C, No, Ext): 850-581-4925 E-MAIL: receptionist@waldorffinsurance.com ADDRESS: receptionist@waldorffinsurance.com		FAX (A/C, No): 850-581-4930	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: The Pacific Insurance Company, Ltd		19046	
		INSURER B: Amerisure Insurance		19488	
		INSURER C: Amerisure Mutual		23396	
		INSURER D: Travelers Prop & Cas Co of America		25674	
		INSURER E: Amerisure Partners Ins. Co.		11050	
		INSURER F:			

COVERAGES		CERTIFICATE NUMBER: 1403518544		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	Y	GL 21193650201	1/1/2024	1/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		CA 21193650205	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$10,000
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		CU 21193650202	1/1/2024	1/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	☒ 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	WC 21193670201	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	☐ Leased Equipment ☐ Prof. Liab./Poll. Liab. ☐ Installation Floater		QT-630-9M842969-TIL-24 21 CPI DG0855 QT-630-9M842969-TIL-24	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	Equip Limit: \$1,000,000 \$3,000,000 Each Claim Per Jobsite Location \$6,000,000 Agg. \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RFQ #24-GS-019 and Construction Manager at Risk (CMAR) Services-Community Resource & Recreation Center

Certificate Holder is listed as Additional Insured, when required by written contract, as pertains to General Liability.

30 Days Notice of Cancellation except 10 days for non-payment of premium as respects to General Liability, Auto, Workers Comp and Umbrella.

CERTIFICATE HOLDER The City of Mount Dora 510 North Baker Street Mount Dora FL 32757	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	<u>Bodily Injury & Property Damage</u> <u>\$2,000,000</u> single limit per occurrence
☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.	
This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.	
☒ 4. Automobile Liability	<u>\$ 500,000</u> Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	\$ 1,000,000 Per Occurrence
☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.	
☒ 7. Builder's Risk Insurance at 100% of GMP amount.	
☒ 8. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.	
☒ 9. The City of Mount Dora must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.	

INSURANCE REQUIREMENTS
(Continued)

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

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

City of Mount Dora
Mount Dora, Florida

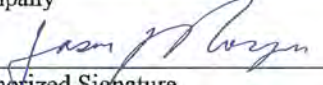
No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFQ #24-GS-019 and CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES –COMMUNITY RESOURCE & RECREATION CENTER**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

<u>Charles Perry Partners, Inc.</u>	<u>200 E Palm Valley Drive</u>
Company	Address
	<u>Oviedo, FL 34787</u>
Authorized Signature	City, State, Zip Code
<u>Jason P. Morgan, Executive Vice President</u>	<u>(407) 977-2353</u>
Printed Name & Title	Telephone No.
<u>jason.morgan@cppe.com</u>	
Email	Fax No.

ME Wilson DBA Nalderff Insurance
Insurance Agency and Bonding


Signature of Proposer's Agent Benjamin H. Fruch

**AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES,
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida—at large, personally appeared, _____,
and having first made due oath or affirmation, states:
(Write Name Here)

1. My name is Jason P. Morgan.
(Write Name Here)
2. I am the Executive Vice President of Charles Perry Partners, Inc.
(Insert Job Title) (Insert Company Name)
3. The Company was formed in United States, Florida and is a Corporation, Inc.
(Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
 - a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where "controlled by" means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity;* or
 - b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this 30th day of September, 2024.

BY: _____

Signature of Affiant

Jason P. Morgan

Printed Name

STATE OF FLORIDA
COUNTY OF Seminole

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



Susan M. King
NOTARY PUBLIC

CONFLICT OF INTEREST AFFIDAVIT

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

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

Charles Perry Partners, Inc.
Company

200 East Palm Valley Drive
Address

Jason P. Morgan
Authorized Signature

Oviedo, FL 32765
City, State, Zip Code

Jason P. Morgan, Executive Vice President
Printed Name & Title

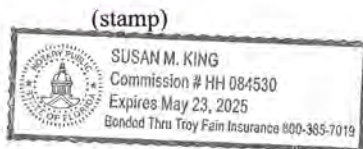
407-977-2353
Telephone No.

jason.morgan@cppe.com
Email

Fax No.

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Jason Morgan, as Executive V.P., of CPPE, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced as identification, and who did/did not take an oath this 30th day of September, 2024.



Susan M. King
NOTARY PUBLIC

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

Respondent Vendor Name: Charles Perry Partners, Inc.

Name of Company: Charles Perry Partners, Inc.

FEIN: 45-1601307

Authorized Representative's Name and Title Jason P. Morgan, Executive Vice President

Address: 200 E. Palm Valley Drive, Oviedo, FL 32765

Phone Number: 407-977-2353 Email Address: jason.morgan@cppe.com

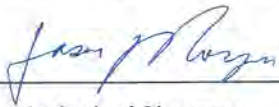
Florida Statutes, Sections 287.135, , prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged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

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

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

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

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

Certified By: 
Authorized Signature

Print Name: Jason P. Morgan

Print Title: Executive Vice President

DECLARATION STATEMENT

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

RE: RFQ #24-GS-019 "Construction Manager at Risk (CMAR) Services – Community Resource & Recreation Center"

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #24-GS-019 "CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES-COMMUNITY RESOURCE & RECREATION CENTER."**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 30th
September, 2024 in the City of Oviedo, in the State of Florida.

Charles Perry Partners, Inc.

Company

200 East Palm Valley Drive

Address


Authorized Signature

Oviedo, FL 32765

City, State, Zip Code

Jason P. Morgan, Executive Vice President

Printed Name & Title

407-977-2353

Telephone No.

jason.morgan@cppe.com

Email

Fax No.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☒ **YES**
☐ **NO**

Charles Perry Partners, Inc.

Company

Jason P. Morgan

Authorized Signature

Jason P. Morgan, Executive Vice President

Printed Name & Title

jason.morgan@cpqi.com

Email

200 East Palm Valley Drive

Address

Oviedo, FL 32765

City, State, Zip Code

407-977-2353

Telephone No.

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of Florida
County of Seminole

Jason P. Morgan, being first duly sworn, deposes and says that:
Executive Vice

I am the President of Charles Perry Partners, Inc., (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-GS-019.

I am fully informed respecting the preparation and contents of the Response to RFQ #24-GS-019, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-GS-019, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-GS-019 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Charles Perry Partners, Inc.
Company Jason P. Morgan
Authorized Signature
Jason P. Morgan, Executive Vice President
Printed Name & Title
jason.morgan@cppe.com
Email Fax No.

200 East Palm Valley Drive
Address
Oviedo, FL 32765
City, State, Zip Code
407-977-2353
Telephone No.

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Jason Morgan, as Executive V.P., of CPPE, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced as identification, and who did/did not take an oath this 30th day of September, 2024.



Susan M. King
NOTARY PUBLIC

ACKNOWLEDGEMENTS
RFQ #24-GS-019
“CONSTRUCTION MANAGER AT RISK (CMAR)
SERVICES – COMMUNITY RESOURCE &
RECREATION CENTER”

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

Charles Perry Partners, Inc. (Proposer) guarantees

its Response to RFQ #24-GS-019 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

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

Dated this 30th day of September, 2024
(Month) (Year)

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

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

Address: _____

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

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

CORPORATION

By: Jason P. Morgan / Jason P. Morgan
(Signature) (Print name)

Address: 200 East Palm Valley Drive

Oviedo, FL 32765

Telephone: (407) 977-2353 Fax: (____) _____

Forms and Additional Information

Taxpayer/Employer Identification Number (TIN/EIN): 45-1601307

State of Incorporation: Florida

Corporate President: Brian K. Leslie
(Print Name)

Corporate Secretary: Jason P. Morgan
(Print Name)

Corporate Treasurer: Vinnie Moreschi
(Print Name)

CORPORATE SEAL



Attest By: Jason P. Morgan
Secretary

Signature: *Jason P. Morgan* Date: September 30, 2024



CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW RFQ #24-GS-019

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

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

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

Company Name: Charles Perry Partners, Inc.

Authorized representative (printed): Jason P. Morgan

Authorized representative (signature): *Jason P. Morgan*

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Jason Morgan, as Executive V.P., of CPPI, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced as identification, and who did/did not take an oath this 30th day of September, 2024.

(stamp)

Susan M. King
NOTARY PUBLIC



REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

The Proposer will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The Proposer shall include a copy of its business license with the submittal.

1. Name of Company: Lake County Government
 Address: 1898 E. Burleigh Boulevard, Tavares, FL 32778
 Point of Contact: Alan Hayes, D.M.D, MFCEP, Supervisor of Elections
 Phone #: (O) 352-253-1420 Email address: alan@lakevotes.gov
 Service(s) Provided: Construction Management: Facility renovations, upgrades, and new build
 Dates of Service: 2006, 2010, 2023, 2024
2. Name of Company: Lake County Schools
 Address: 201 West Burleigh Boulevard, Tavares, FL 32778
 Point of Contact: Kelly Randall, AICP, Executive Director of Facilities & Planning
 Phone #: (O) 352-253-6698 Email address: randallk@lake.k12.fl.us
 Service(s) Provided: Construction Management: Facility renovations, upgrades, and new build
 Dates of Service: 2005, 2006, 2007, 2011, 2010, 2024 (Over 20+ years of projects for the District)
3. Name of Company: Florida Polytechnic University
 Address: 4700 Research Way, Lakeland, FL 33805
 Point of Contact: Tom Monaco, Senior Project Manager & Campus Planner, Facilities & Safety Services
 Phone #: (C) 719-588-0312 Email address: tmonaco@floridapoly.edu
 Service(s) Provided: Design/Build: Facility new build - Gary C. Wendt Engineering Building
 Dates of Service: 2023-2024, under construction
4. Name of Company: City of Sanford
 Address: 300 N. Park Avenue, Sanford, FL 32771
 Point of Contact: Chris Smith, Project Planner, Urban Design, Development Services, Planning Department
 Phone #: (C) 407-688-5144 Email address: chris.smith@sanfordfl.gov
 Service(s) Provided: Construction Management: Facility reroof under continuing contract
 Dates of Service: 2024

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

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Jason P. Morgan [NAME] as the Executive Vice President [TITLE] of Charles Perry Partners, Inc. [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 45-1601307.
2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

FIRM INFORMATION

Firm is a:

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

Federal Employer Identification Number: 45-1601307

Firm Name: Charles Perry Partners, Inc.

Mailing Address: 200 E. Palm Valley Drive
Oviedo, FL 32765

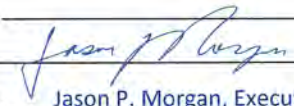
Telephone No.: 407-977-2353 Fax No.: _____

Email Address: jason.morgan@cpipi.com Web Address: www.cppi.com

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

Firm Name: _____

Remittance Address: _____

Submitted by: 

Name & Title Printed: Jason P. Morgan, Executive Vice President

**RFQ #24-GS-019
CONSTRUCTION MANAGER AT RISK (CMAR)
SERVICES – COMMUNITY RESOURCE &
RECREATION CENTER**

SUB-CONTRACTOR LISTING

Provide a name, and address of all sub-contractors that have the potential to work on this project

<u>Sub-Contractor:</u>		<u>Phone Number/E-Mail:</u>
GP Construction	321-200-2276	paul@gpconstructioncompany.com
Electrical Services, Inc.	352-787-1322	info@electric-services.com
Progressive Plumbing	352-394-7171	info@progressiveplumbing.com
Lake Glass & Mirror	352-787-4700	beaub@lakeglassandmirror.com
Boykin Construction	352-394-5993	boykinconst@aol.com
Cherrylake, Inc.	352-429-2171	trees@cherrylake.com
Builder's Firstsource	352-429-8307	groveland-fl.bids@bldr.com
RoMac Building Supply	352-787-4545	erick.hunter@romacfl.com
JA Croson Company of FL	352-729-7100	bhoffman@jacroson.com
Dolphin Door Service	407-948-3472	dolphindoor@prodigy.net
Paquette Company	352-365-0006	matt@paqcoinc.com
Ross Plumbing	352-728-6053	lhedden12@gmail.com
Rozar Electric	352-429-3020	estimator@rozarelectric.com
Carolina Masonry	352-708-5163	carolina.masonry@yahoo.com
Summit Fire & Security	407-469-2134	mabrown@summitfiresecurity.com
JB Concrete Services	352-602-3161	jbconcreteserv@gmail.com
WLW Construction	352-383-7305	rick@wlwconstruction.com

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Charles Perry Partners, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 8200 NW 15th Place		Requester's name and address (optional)
6 City, state, and ZIP code Gainesville, FL 32606		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
[]	[]	[]	-	[]	[]	[]	[]	[]	[]
or									
Employer identification number									
4	5	-	1	6	0	1	3	0	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **September 25, 2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

City of Mount Dora CMAR Services
Project Name: Community Resource & Recreation Center Project Number: RFQ# 24-GS019
Project Location: 1010 E. Lincoln Avenue, Mount Dora, FL 32757

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation RFQ 24-GS-019.

Dated this 30th day of September, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual authorized to execute any Agreement resulting from this solicitation RFQ 24-GS-019.

Charles Perry Partners, Inc.

Name of Firm

Signature

Printed Name

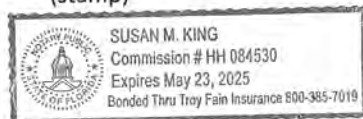
Jason P. Morgan, Executive Vice President Title

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Jason Morgan, as Executive V.P. of CPPI, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this 30th day of September, 2024.

(stamp)



NOTARY PUBLIC

**RFQ # 24-GS-019
CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER
CITY OF MOUNT DORA
ADDENDUM NUMBER 1**

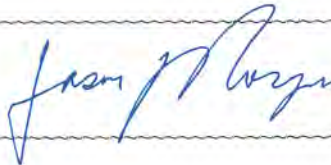
To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ #24-GS-019 CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER** for the above as fully and completely as if the same were fully set forth therein.

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

**Q1. A. Please confirm the non-mandatory 8/28 site visit. Please confirm time.
B. Will there be an Agenda?**

A1. A. There will be a site visit on 8/28/2024 at 1:00 P.M., this visit is not mandatory. The site visit is open to the attendees of the mandatory pre-proposal meeting and will be set at the future location of The City of Mount Dora Community Resource & Recreation Center, 1250 N Highland St, Mount Dora, FL 32757. B. An additional agenda will be issued for questions asked at the pre-proposal meeting as well as any question asked at this site visit.



Signature acknowledges receipt and understanding of this addendum.

Jason P. Morgan / Executive Vice President

Name/Title

September 30, 2024

Date

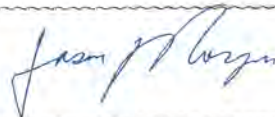
**RFQ # 24-GS-019
CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER
CITY OF MOUNT DORA
ADDENDUM NUMBER 2**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ #24-GS-019 CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER** for the above as fully and completely as if the same were fully set forth therein.

CLARIFICATIONS:

The Project Technical Specifications were inadvertently omitted from the original posting and are now included as additional documents as Exhibit C to the original posting, titled- Exhibit C- Vol 1 of 2- Mt Dora Permit Set Project Specifications and Exhibit C- Vol 2 of 2- Mt Dora Permit Set Project Specifications.



Signature acknowledges receipt and understanding of this addendum.

Jason P. Morgan / Executive Vice President

Name/Title

September 30, 2024

Date

RFQ #24-GS-019 PROFESSIONAL CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER

RFQ # 24-GS-019
CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER
CITY OF MOUNT DORA
ADDENDUM NUMBER 3

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ #24-GS-019**
CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER for the
 above as fully and completely as if the same were fully set forth therein.

CLARIFICATIONS:

Originally Reads as:

Event	Date
Advertise RFQ	August 02, 2024
Mandatory Pre-Proposal Meeting	August 22, 2024 @ 01:00 p.m.
Last Date for Receipt of Written Questions	September 05, 2024
Addendum Issued (If Applicable)	September 11, 2024
RFQ Opening (Zoom)	September 30, 2024 @ 2:00 p.m.
Evaluation Committee to Shortlist	October 10, 2024 @ 2:00 p.m.
Shortlisted Firm Presentations/Interviews (if requested)	October 17, 2024 11:00 a.m. – 03:00 p.m.
Evaluation Committee to Recommend	October 17, 2024 03:30 p.m.
Notice of Recommendation	October 17, 2024
City Council Approval (anticipated)	November 05, 2024

Now Reads as:

Event	Date
Advertise RFQ	August 02, 2024
Mandatory Pre-Proposal Meeting	August 22, 2024 @ 01:00 p.m.
Last Date for Receipt of Written Questions	September 05, 2024
Addendum Issued (If Applicable)	September 16, 2024
RFQ Opening (Zoom)	September 30, 2024 @ 2:00 p.m.
Evaluation Committee to Shortlist	October 10, 2024 @ 2:00 p.m.
Shortlisted Firm Presentations/Interviews (if requested)	October 17, 2024 11:00 a.m. – 03:00 p.m.
Evaluation Committee to Recommend	October 17, 2024 03:30 p.m.
Notice of Recommendation	October 17, 2024
City Council Approval (anticipated)	November 05, 2024

RFQ #24-GS-019 PROFESSIONAL CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER



Signature acknowledges receipt and understanding of this addendum.

Jason P. Morgan / Executive Vice President
Name/Title

September 30, 2024
Date

Remainder of Page Intentionally Left Blank

RFQ #24-GS-019 PROFESSIONAL CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER

RFQ # 24-GS-019
CMAR Services for Construction of Community Resource & Recreation Center
CITY OF MOUNT DORA
ADDENDUM NUMBER 4

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ # 24-GS-019 CMAR Services for Construction of Community Resource & Recreation Center** for the above as fully and completely as if the same were fully set forth therein.

CLARIFICATIONS:

The City Hall Board Room may not be available at the posted time, for the Evaluation Committee to Shortlist, on the original RFQ document. This meeting will now take place across the hall in the City Hall First Floor Conference Room.

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1. Is the A/E consultant (Borelli+Partners) willing/able to share their architectural model whether in Revit or any other design related software by request of the construction management firms?

A1. A CAD Plan Files Disclaimer and Limitation of Liability Agreement / Indemnification form must be signed by the contractor and their subcontractors prior to the release of any CAD or Revit files.

Q2. Please confirm that regarding the page count in the technical proposal that, Contractor Certificates, attachments, documents, photographs, will not count against the page count for each section or as a whole.

A2. They will not count by section or as a whole.

Q3. Please provide a draft Prime Contract, General Contractor/Owner contract.

A3. Such contract(s) do not currently exist.

Q4. Please provide the insurance requirements for this project?

A4. See RFQ Pages 28-29; Section 7. Required Forms – Insurance Requirements

Q5. Will Builder's Risk Insurance be required?

A5. Yes.

RFQ #24-GS-019 CMAR SERVICES FOR CONSTRUCTION OF MOUNT DORA RESOURCE & RECREATION CENTER

Q6. We're currently reporting on the above-mentioned project and I was hoping you can help me obtain the overall budget?

A6. A budget amount is not available at this time.

Q7. Please confirm the proposal will be a 2 phase sources sought. Phase 1 being the resumes and technical approach as described in RFQ Tabs 1-7. Phase 2, The City will select a maximum of 3 Contractors to negotiate with for the Final awardee. Once the Final Contractor has been selected, the Contractor will receive the Final Permit construction Documents then that Contractor will have 30 days to provide the cost estimate Cost breakdown and 45 days to provide the Final GMP. Please confirm if this is the intended process.

A7. Please refer to page 4 for the Evaluation Committee's selection process. The Selection Committee will initially score and rank all responsive proposals. The ranking will determine the top three (3) ranked firms. The Evaluation Committee will reach a consensus to recommend approval of a final ranking and to enter into negotiation beginning with the top ranked firm (#1 firm) and moving to the #2 and #3 firms if or as needed. The City will be negotiating for pre-construction services only. Once a preconstruction services contract is awarded to the successful contractor they will have 30 days to provide a cost estimate and 45 days to provide a final GMP for City review and approval.

Q8. Please confirm that only the attendees of the 8/22/24 Pre-Bid meeting will be allowed to submit proposals.

A8. Yes, only those firms present at the 8/22/24 Pre-Proposal meeting will be able to submit a proposal.

Q9. DemandStar says no bid bond, 0204 Div 0 Bid Doc, 6 Instructions to Bidder, C, bid bond required. Please confirm if and when a bid bond will be required.

A9. Bid Bond is required to be submitted with the proposal. See Page 11 of the RFQ document.

Q10. I understand that pricing may only be part of Phase 2 or after award, but if available, please provide the intended Bid Form Pricing Sheet or a description of what level of pricing breakdown will be required. CSI Title/Section or dollar value.

A10. A pricing sheet is not available. The successful firm will be responsible to develop such as part of their GMP submittal.

Q11. Under "Services to be Provided"; 0204 Div 0 Estimates/Estimating, states CMAR to prepare estimate within 30 days of receipt of completed drawings and specifications and prepare GMP within 45 days of receipt of plans and specifications.

A11. Yes.

Q12. Are the documents 100% complete, permit ready?

A12. Yes.

Q13. Will permanent roof Fall protection be required, if so designed by who?

A13. No, not required. Permanent roof fall protection is to be provided for the service of RTUs 1.8 & 1.9. Provide two (2) post anchor points to be coordinated with structural and architectural.

RFQ #24-GS-019 CMAR SERVICES FOR CONSTRUCTION OF MOUNT DORA RESOURCE & RECREATION CENTER

Q14. Please provide a complete list of all Engineered Deferred Submittals required by the Contractor and any other design elements expected from the Contractor, beyond what is identified on S.003, below;

- a. Cold Formed Metal Framing
- b. Roof Metal Deck
- c. Handrails
- d. Flag Poles - foundations
- e. Site Lighting – foundations
- f. MEP attachments and supports
- g. Fire Sprinkler (FP-001)

A14. Metal panel system, architectural column connections, exterior metal canopies (inc. foundations), Miscellaneous structural steel items (such as roof access ladders), architectural storefronts and curtain walls, and other cladding. Deferred submittals shall be designed, signed, and sealed by the manufacturer's (or fabricator's) specialty engineer.

Q15. Will Fire Alarm be a required system on this project?

A15. Yes.

Q16. Page count, do separator pages count towards the page count?

A16. No.

Q17. Can the Contractor include digital 11x17 pages that will count as (1) one page?

A17. No, 11x17 will count as 2 pages.

Q18. If there is any element of design that is incomplete design, will that be considered an unforeseen conditions handled by Change Order?

A18. No.

Q19. Is there an expectation or desire to have Value Engineering ideas presented as part of the proposal?

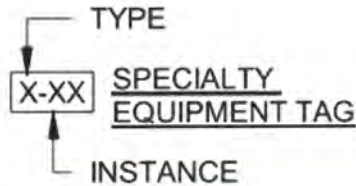
A19. It is not required but may be considered if it does not involve design changes.

Q20. After the Contractor source selection will there be an (RFI) Request for Information period and responses during the 30 and 45 days for the Contractor to provide the preliminary estimate and final GMP?

A20. Yes.

Q21. Please provide matrix/list of (OFCI) Owner Furnished/Contractor Installed items.

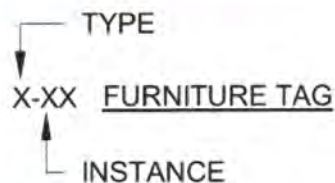
A21. A new exhibit has been added to the original posting titled FFE Presentation. Refer to sheets A-801A, EQUIPMENT SCHEDULE for OFCI items. See Type Marl labeled as E-xx on the EQUIPMENT SCHEDULE list. Also, refer to the FURNITURE PLAN LEGEND.



All OFCI tags are visually identified, "in a box", located on the plans. (KI)

Q22. Please provide a list of (OFOI) Owner Furnished/Owner Installed items.

A22. A new exhibit has been added to the original posting titled FFE Presentation. Refer to sheets A-801A and A-801B, FURNITURE SCHEDULE for OFOI items. See Type Mark labeled under FURNITURE SCHEDULE list. Also, refer to the FURNITURE PLAN LEGEND.



All OFOI tags are visually identified, "not boxed", located on the plans. (KI)

Q23. Is it the intent to have the selected Contractor to furnish and install all items and equipment on the Food Service Equipment drawings?

A23. Possibly, the City may elect to have owner purchased but contractor installed equipment depending on cost.

Q24. Is it the intent to have the selected contractor to furnish and install all items on the Furniture Plans?

A24. No, please refer to answer A21 and A22.

Q25. Please confirm the intent is to break ground on or about January 25, 2025 and have a contract period of performance for 18 months to Substantial Completion.

A25. January 6th, 2025 is the latest desired ground breaking date. Substantial completion will be at 17 months from ground breaking and construction complete at 18 months from the ground breaking. Our intended Grand Opening of the facility is July 1, 2026.

Q26. Upon the Source Selection being narrowed to (3) three contractors for in person presentation and negotiation, and at that time all three will be on equal ground for scoring or rating, please provide the scoring criteria for this process.

A26. The presentations will only be done if the selection committee deems it necessary for selection. See page 18, Section L of the RFQ for presentation/interview scoring process.

RFQ #24-GS-019 CMAR SERVICES FOR CONSTRUCTION OF MOUNT DORA RESOURCE & RECREATION CENTER

Q27. Please provide the Geotechnical Report referenced on S.001

A27. This report was added as an exhibit to the original posting on DemandStar and the City website.

Q28. Please confirm, the City does have isolation valves for the 12" water main.

A28. Yes, but they are for emergency shutdowns only.

Q29. Please confirm if the contractor has a problem or failure while performing the hot tap on the 12" water main, the contractor will be responsible for all costs associated with the failure, water contamination, outage, temporary water to residence and any other costs associated with the problem.

A29. Yes, the contractor will be responsible for all damages and with costs associated with restoring the line to full function.

Q30. Please confirm the contractor must phase road closures to allow continuous access to residence.

A30. Yes, the successful contractor will work with the City to establish an MOT for this project.

Q31. What kind of offices are in the building?

A31. These are flex offices and will address multiple needs.

Q32. Is there irrigation present?

A32. Yes, but it will be removed by the City before construction begins.

Q33. Are there existing fire hydrants?

A33. Yes.

Q34. What is sewer and storm water tie in process?

A34. The contractor will notify public works about the open cut and public works will notify police and fire. 48 hour advance notice must be given for inspection.

Q35. Is there a traffic plan?

A35. Yes.

Q36. Have we done electric utility engineering?

A36. Yes.

Q37. Are the culverts being removed?

A37. Yes, contractor to remove per Civil Permit Set drawings.

RFQ #24-GS-019 CMAR SERVICES FOR CONSTRUCTION OF MOUNT DORA RESOURCE & RECREATION CENTER

Q38. What is the history of the land?

A38. It was previously the location of the City's Public Works facility and included open covered storage, office and storage building, garage, above ground fuel tanks and pumps, etc.

Q39. Has it been remediated?

A39. Yes.

Q40. Are the plans posted 100% construction documents?

A40. Yes.

Q41. Is the page count fixed for each section or can it be expanded?

A41. Yes, it is fixed.

Q42. Do the points carryover from shortlist to presentation?

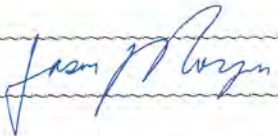
A42. No.

Q43. Is the selection committee published?

A43. No.

Q44. Did any outside consultant help or assist with the cost estimate?

A44. Yes, School Planning Design and Construction Management.



Signature acknowledges receipt and understanding of this addendum.

Jason P. Morgan / Executive Vice President

Name/Title

September 30, 2024

Date

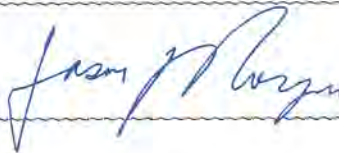
RFQ # 24-GS-019
CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER
CITY OF MOUNT DORA
ADDENDUM NUMBER 5

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ #24-GS-019**
CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER for the
above as fully and completely as if the same were fully set forth therein.

CLARIFICATIONS:

Please see **REVISED- Vol 2 of 2 Mt Dora Permit Set Project Specifications** to now include divisions
22-28 added to **Exhibit C** documents.



Signature acknowledges receipt and understanding of this addendum.

Jason P. Morgan / Executive Vice President
Name/Title

September 30, 2024
Date

RFQ #24-GS-019 PROFESSIONAL CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER

**RFQ # 24-GS-019
CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER
CITY OF MOUNT DORA
ADDENDUM NUMBER 6**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the RFQ #24-GS-019
CMAR SERVICES FOR CONSTRUCTION OF COMM RESOURCE & REC CENTER for the
above as fully and completely as if the same were fully set forth therein.

CLARIFICATIONS: Section 6-C on page 11 of the RFQ.

Originally Reads as:

C) Acknowledgment of Bonding Requirements

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

- ☐ Not Applicable
- ☒ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA

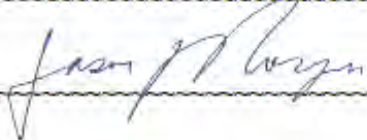
Now Reads as:

C) Acknowledgment of Bonding Requirements

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

- ☒ Not Applicable
- ☐ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA

***No Bid Bond is required for this RFQ.**



Signature acknowledges receipt and understanding of this addendum.

Jason P. Morgan / Executive Vice President

Name/Title

September 30, 2024

Date



September 26, 2024

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

Re: Contractor Pre-qualification Letter - Project - 24-GS-019 - Construction Manager at Risk (CMAR) Services - Community Resource & Recreation Center

To Whom It May Concern:

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")¹ to provide surety bonds for Charles Perry Partners, Inc.

It is our opinion that Charles Perry Partners, Inc. is qualified to perform the above captioned project. At their request we will give favorable consideration to providing the required performance and payment bonds as noted in the RFP: (AIA Document A312-2010 and that the Surety Company(s) will comply fully with 255.05 F.S. and the requirements for Task Order bonding stipulated in the RFP).

At this time, we are currently supporting the daily surety needs of Charles Perry Partners, Inc. on a bonded work program with limits of \$300,000,000 for a single project and an aggregate of \$600,000,000. They currently have available approximately \$300,000,000 in available bonding capacity.

Please note that the decision to issue performance and payment bonds is a matter between Charles Perry Partners, Inc. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.



Sincerely,

Gicelle Pajon, Attorney-in-Fact
Travelers Casualty and Surety Company of America

¹ Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Gicelle Pajon of Miami, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

By:
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26th day of September, 2024



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



**SURETY BOND ELECTRONIC SIGNATURE & SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to utilize an electronic, facsimile, or digital signature (each an "Electronic Signature") to execute bonds on behalf of Travelers and has further authorized its Attorneys-in-Fact to attach this Addendum to any such bonds.

Travelers hereby acknowledges and agrees that the attached bond executed by the Attorney-in-Fact on behalf of Travelers with an Electronic Signature shall have the same force and effect as if executed by the Attorney-in-Fact with a wet ink signature.

Travelers also hereby agrees that the seal below shall be deemed affixed to the attached bond to the same extent as if Travelers' raised corporate seal was physically affixed to the face of the bond.

Dated this 22nd day of September, 2020.

Travelers Casualty and Surety Company of America



By: 
Robert L. Raney, Senior Vice President

BUSINESS STRUCTURE INFORMATION

Charles Perry Partners, Inc. is a Corporation.

State of Florida Certificate of Authority
Number: P11000035219
Expiration: December 31, 2024

State of Florida *Department of State*

I certify from the records of this office that CHARLES PERRY PARTNERS, INC. is a corporation organized under the laws of the State of Florida, filed on April 8, 2011.

The document number of this corporation is P11000035219.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 4, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
 Great Seal of the State of Florida
 at Tallahassee, the Capital, this
 the Fourth day of January, 2024*



[Signature]
 Secretary of State

Tracking Number: 1377574781CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

STATE OF FLORIDA GENERAL CONTRACTOR LICENSE

Charles Perry Partners, Inc. is properly registered to practice in the State of Florida.

Certified General Contractor
License Number: CGC060191
Expiration: August 31, 2026



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LESLIE, BRIAN KEITH

CHARLES PERRY PARTNERS, INC.
 8200 NW 15TH PLACE
 GAINESVILLE FL 32606

LICENSE NUMBER: CGC060191

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/24

CHARLES PERRY PARTNERS, INC.
200 E PALM VALLEY DR STE #1040
OVIEDO, FL 32765

Account #: 178293

REGULATED
 License # - CGC1519789
 Qualifier- BRECK WEINGART

BRECK WEINGART (OFFICER) BRIAN K LESLIE (OFFICER)
 CHRIS HAGIN (AGENT)

Receipt #: 10632023091101814

Amount Paid: \$ 48.00

Date Paid: 09/11/2023

THANK YOU FOR THE OPPORTUNITY TO BUILD
SOMETHING **GREATER THAN OURSELVES**

200 E. Palm Valley Drive, Suite 1040
Oviedo, FL 32765
P: 407.977.2353
CGC1519789
WWW.CPPI.COM





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 4, 2024

To: All Submitting Vendors

Re: **INTENT TO AWARD: RFQ 24-GS-019 "CMAR Services for Construction of Community Resource & Recreation Center"**

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 RFQ.

On August 02, 2024, RFQ #24-GS-019 was issued and resulted in six (6) timely proposals being received by the opening date of September 30, 2024 at 2:00p.m. The Evaluation Committee met on October 17, 2024 to discuss and score all six (6) proposals as received under this RFQ. 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 1, 2024. The scoring and ranking of the three shortlisted firms resulted in a final ranking as follows:

- #1 - Charles Perry Partners, Inc. (CPPI)
- #2 - Ajax Building Company LLC
- #3 -Mulligan Constructors, 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 firm for a pre-construction agreement. 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.

Regards,
Marilyn J. Douglas
Purchasing Manager

RFQ #24-CM-019 "CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES - CONSTRUCTION OF COMMUNITY RESOURCE AND RECREATION CENTER"											
11/01/2024 @ 01:00 pm											
Firm Name	Jason Marlor	ITEM WEIGHT		Troy Shonk	ITEM WEIGHT		Adam Sumner	ITEM WEIGHT		TOTAL	WEIGHTED TOTAL
		2.5			2.5			2.5			
Ajax Building Company LLC	3	2.5	7.50	4	2.5	10.00	3	2.5	7.50	10.00	25.00
Charles Perry Partners, Inc. (CPPI)	4	2.5	10.00	3.75	2.5	9.38	4	2.5	10.00	11.75	29.38
Mulligan Constructors, Inc	2	2.5	5.00	3.25	2.5	8.13	2	2.5	5.00	7.25	18.13

EXHIBIT C
FORMS AND LISTS

EXHIBIT D
HUMAN TRAFFICKING AFFIDAVIT

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Authorized Signature

CHARLES PERRY PARTNERS, INC.
Company

Printed Name

Title

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged and sworn to before me by means of ☒ physical presence or ☐ online notarization of Jason Morgan, as Vice President of Charles Perry Partners, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 12th day of February, 2025.

(stamp)



NOTARY PUBLIC



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

DATE: February 18, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorizations with Halff, Inc for Odor Complaint Source Identification

Introduction:

This is a request for Council to approve a task authorization with Halff Associates, Inc. to conduct an odor study recommended by city staff.

Discussion:

The City of Mount Dora has been experiencing a persistent and unpleasant odor that has been affecting various areas of the community. After thorough consideration and based on staff recommendations, the City reached out to Halff Associates, a consulting firm with expertise in environmental assessment, to provide a proposal aimed at identifying the source of the odor. The proposal is to identify the source and cause of the odor. The City Council is requested to review and consider approval of the proposal to proceed with this critical investigation.

Budget Impact:

The Halff Odor study is currently not budgeted, but will be included in the mid year amendment - under account code 421-1920-536.31-01. Funds for the services will be transferred from utility projects on hold at at this time.

The cost for the study includes several task items (\$270,520). Some of which are service cost depending on work products.

Note: City staff has reached out to Lake County administration for consideration of cost-sharing of the study. As of printing of this report, staff has not received confirmation. However, there have been positive discussions on this aspect. Formal request to Lake County was made on February 7, 2025 with a follow-up of the final Halff agreement on February 10, 2025. Staff will report back any commitments for cost-sharing at a later date.

Strategic Impact:

Goal 2: Infrastructure / Public Safety

Recommendation:

Recommend that Council approve the attached task authorization form for the odor complainant source identification with funds to be ratified during mid-year amendment.

Attachment(s):

1. Mount Dora Odor Complaint Source Identification Proposal 2.10.25

Prepared by:	Vince Sandersfeld, City Manager	
Reviewed by:	Andrew Marsian, Director of Utilities and Plant Operations	Approved - 2/11/2025
	Matthew Dodson, Budget Officer	Approved - 2/11/2025
	Rita Meade, Finance Director	Approved - 2/11/2025
	City Attorney, City Attorney	Approved - 2/12/2025
	Jeanann Hand, City Clerk	Approved - 2/12/2025
	Vince Sandersfeld, City Manager	Final Approval - 2/12/2025



VIA EMAIL

February 10, 2025

City of Mount Dora
Andrew Marsian
Director of Utilities and Plant Operations 900
North Donnelly Street
Mount Dora, Florida 32757

Re: City of Mount Dora Odor Control Complaint Source Identification

SCOPE OF SERVICES:

Halff is pleased to submit for your approval the following professional services work order for performing an evaluation of odor conditions and likely odor sources in the Sullivan Ranch, Stoneybrook, and US441/SR46 study area to assist the City in identifying the source or sources of the odor within the mentioned area. Halff will subcontract with V&A Consulting Engineers, Inc. to perform the required tasks as outlined below.

SCOPE OF WORK:

PHASE 100 Project Management (V&A Consulting Engineers)

Monitor and report project progress and changes, manage the quality of all work activities and project deliverables, and execute the project per the defined scope, schedule, and budget. Submit monthly invoices and communicate project updates. This task includes attending meetings up to 12 hours. Time spent over 12 hours will be invoiced on a time and materials basis at the rates shown on the attached Fee Schedule.

FEE: \$12,281.50

PHASE 200 Background Review (V&A Consulting Engineers)

V&A will review available background information and previous reports as made available by Halff and the City. This will include engineering reports, Smell My City odor observations, available weather data, odor complaint history for the study area, and any available permit or operating information for likely odor sources in the study area.

FEE: \$22,761.20



PHASE 300 Kickoff Workshop and Field Investigation (V&A Consulting Engineers)

V&A and St. Croix Sensory, Inc. (SCS) will conduct a three-day kickoff workshop and field investigation. On day one V&A and SCS will meet with Halff, City staff, and other stakeholders as invited by the City to discuss their relevant observations related to known odor issues including characterization of observed odors, odor observations under various weather conditions, observation of likely odor sources, and any other relevant observations. SCS will conduct training for an Odor Investigation Team (OIT) of 3-5 individuals. The team will consist of local Halff and City staff and additional stakeholders as identified and recruited by the City. SCS will train the OIT on odor characterization and plume tracking using the Odor Wheel developed by SCS and other proven techniques.

On days two and three the OIT and V&A will tour the area under the leadership of SCS. The tour will include a driving and/or walking tour of high-complaint areas (Sullivan Ranch, Stoneybrook, and others as appropriate) and likely odor sources as determined in the workshop discussions. Likely odor sources will be visited on-site if access is possible or from the fence line if site access is not possible. SCS will guide the OIT through observation of odor conditions and plume tracking using consistent descriptions of odor intensity and characterization and analysis of weather conditions. Additional field observations may include grab sampling for hydrogen sulfide using the City's ppb-level Acrulog monitors and field olfactometry using a field olfactometer provided by V&A.

Following the kickoff workshop and field investigation, V&A and SCS will prepare an investigation plan for the OIT. It is anticipated that this plan will include 1-2 observations per day for a period of 1-2 weeks, but may vary based on the results of the kickoff investigation.

FEE: \$50,554.90

PHASE 400 Halff Participation in Kickoff Workshop and Field Investigation

Halff will dedicate one employee to participate in the three-day Kickoff Workshop and Field Investigation, as well as two per day site investigations over the following 1-2 weeks, as described in Phase 300 above. Phase also includes senior engineer oversight.

FEE: \$14,175.00 (Hourly, Budget)

PHASE 500 Odor Investigation Team Reconnaissance (V&A Consulting Engineers – if needed)

The OIT will execute the plan developed under Phase 300. Daily observations and reports will be forwarded to V&A for compilation. At the conclusion of the plan period, V&A will compile collected data and observations into a summary report. As an option, V&A can



provide one staff member on a time and materials basis to be embedded in the Sullivan Ranch community or nearby to participate in the OIT. If possible, the V&A staff member could be housed in a recreational vehicle (RV) in Sullivan Ranch. The City will need to provide the RV location and hook-ups (power, water, and sewer). Alternatively, the V&A staff member can be housed in a hotel or other short-term accommodation as near to the study area as possible.

FEE: \$27,104.00 (Hourly, Budget)

PHASE 600 Halff Participation in Odor Investigation Team (If needed)

As needed, Halff will provide one employee to participate in the activities described above in Phase 500. It is anticipated that this phase will include 1-2 observations per day for a period of 1-2 weeks, but may vary based on the results of the Phase 300 above. Phase also includes senior engineer oversight.

FEE: \$12,150.00 (Hourly, Budget)

PHASE 700 Dispersion Modeling (V&A Consulting Engineers)

V&A will complete a dispersion model for up to four sources to characterize the current extent of offsite odor emissions. The modeling will be completed using a commercially available form of AERMOD. Meteorological data will be obtained from public or commercially available sources in AERMET-ready format. Odor loading rates will be based on the results of the kickoff field investigation. The model will be run on either hydrogen sulfide or odor units and the basis will be consistent across all modeled sources. This phase will be conducted concurrently with Phase 500.

FEE: \$11,638.00

PHASE 800 Observation and Modeling Workshop (V&A Consulting Engineers)

V&A will conduct a one-day workshop with Halff, City staff, and other stakeholders as invited by the City to review the OIT reconnaissance and dispersion modeling results and discuss the characterization and likely impact of odors from all sources. Following this workshop, the City will determine the level of effort and duration for the activities described in Phase 1000.

FEE: \$10,985.70



PHASE 900 Halff participation in Observation and Modeling Workshop

Halff will participate in the one-day workshop described above in Phase 800 with V&A, the City and other stakeholders.

FEE: \$3,720.00 (Hourly, Budget)

PHASE 1000 Monitoring Program and Community Field Observations (V&A Consulting Engineers – If Needed)

One or more of the following activities can be conducted on a time and materials basis at the rates shown in the attached Fee Schedule. Hydrogen sulfide monitoring and community observations will be conducted concurrently.

- A. V&A will identify (12) locations to be continuously monitored for hydrogen sulfide using the City's ppb-level Acrulog monitors. The locations will be selected based on the results of the field investigation, background review, OIT reconnaissance, and dispersion modeling and will include key locations within the stakeholder communities and on-site and/or fence line monitoring of likely odor sources. The City will provide the monitors and mounting hardware and will be responsible for monitor calibration and data downloads. V&A will assist with setup and installation of the monitors and will compile the data and analyze for correlation between odor events and odor release from likely sources.
- B. V&A will assist Halff and the City in expanding the OIT to include additional observers which may include City staff, local Halff staff, key community stakeholders, or an invitation to general public participation. V&A and SCS will prepare an investigation plan and will provide a one-day training workshop for this expanded team. V&A will compile the team's observations and analyze for correlation between odor events and odor release from likely sources.
- C. V&A can provide one staff member to be embedded in the Sullivan Ranch community or nearby to participate in the odor observations described in Phase 1000B. If possible, the V&A staff member will be housed in a recreational vehicle (RV) in Sullivan Ranch. The City will need to provide the RV location and hook-ups (power, water, and sewer). Alternatively, the V&A staff member can be housed in a hotel or other short-term accommodation as near to the study area as possible.

FEE: \$68,767.60 (Hourly, Budget)

PHASE 1100 Technical Memorandum (V&A Consulting Engineers)

V&A will summarize the results of the above tasks in a Technical Memorandum (TM). V&A will compile and analyze all reported observations and continuous monitoring data, and present the results in figure, graph and tabular formats. Key findings for each



monitoring location will be discussed. V&A will respond to up to one (1) round of comments. V&A will provide all raw data and modeling results in electronic format for the Client's records.

FEE: \$26,382.40

PHASE 1200 Halff Project Management

The scope of services shall include administrative services necessary to coordinate aspects of the contract. These services shall include meetings with staff and city council, administrative project management duties, status review, accounting, and invoice review, and other miscellaneous duties as required.

FEE: \$7,500.00 (Hourly, Budget)

PHASE 9999 Halff Reimbursables

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed per Exhibit A Section II Compensation.

FEE: \$2,500.00

FEE SUMMARY

PHASE	AMOUNT
PHASE 100	\$ 12,281.50
PHASE 200	\$ 22,761.20
PHASE 300	\$ 50,554.90
PHASE 400	\$ 14,175.00 (Hourly, Budget)
PHASE 500	\$ 27,104.00 (Hourly, Budget)
PHASE 600	\$ 12,150.00 (Hourly, Budget)
PHASE 700	\$ 11,638.70
PHASE 800	\$ 10,985.70
PHASE 900	\$ 3,720.00 (Hourly, Budget)
PHASE 1000	\$ 68,767.60 (Hourly, Budget)
PHASE 1100	\$ 26,382.40
PHASE 1200	\$ 7,500.00 (Hourly, Budget)
PHASE 9999	\$ 2,500.00
TOTAL	\$ 270,520.30

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Engineering Design
2. Land Surveying
3. Hydraulic Modeling
4. GIS Database Development
5. Cost Estimating



Halff Associates, Inc.
2024 Engineering Labor Rates (FL)

Labor Categories	Hourly Rate
<u>Engineers</u>	
Principal/Officer	\$375
Engineer V	\$305
Engineer IV	\$230
Engineer III	\$200
Engineer II	\$165
Engineer I	\$135
Tech V	\$190
Tech IV	\$160
Tech III	\$130
Tech II	\$105
Project Coordinator	\$100
CEI Inspector	\$105
<u>Surveyors</u>	
Sr. RPLS/PSM	\$255
RPLS/PSM	\$195
Survey/Geospatial Manager	\$195
Sr. Survey Tech/Sr. GSP Tech/SIT	\$145
Survey Tech/GSP Tech	\$110
3-Man Survey Crew	\$275
2-Man Survey Crew	\$210
1-Man Survey Crew	\$135
Clerical	\$95
1-Man Terrestrial HDS Crew (*)	\$265
2-Man Terrestrial HDS Crew (*)	\$365
FAA 107 UAS Pilot (*)	\$270
<u>Mobilization Fee</u>	
UAS LiDAR Phoenix (daily rate)	\$2,600
MX9 Mobile LiDAR (daily rate)	\$3,330
<u>Environmental Scientists</u>	
Scientist V	\$375
Scientist IV	\$250
Scientist III	\$200
Scientist II	\$150
Scientist I	\$105
<u>Landscape Architects</u>	
Landscape/Planner V	\$375
Landscape/Planner IV	\$240
Landscape/Planner III	\$180
Landscape/Planner II	\$140
Landscape/Planner I	\$105

Notes:

1 – Per Diem (Meals): \$62/day

2 - All other direct costs (ODC), such as materials, subcontractors, deed research, or hotels will be billed at cost plus 10%.

3 – Current IRS Mileage is \$0.67 per mile

4- These rates are subject to change and review once a year

(*) Includes Mobilization Fee

V&A Consulting Engineers 2025 Fee Schedule Rates include Overhead & Profit	
Position	Hourly Rate
Principal-in-Charge	\$306
Senior Project Manager	\$273
Senior Professional Land Surveyor	\$252
Project Manager	\$244
Senior Project Engineer	\$227
Project Engineer	\$206
Deputy Engineer	\$194
Associate Engineer	\$180
Graduate Engineer	\$151
CAD Designer	\$149
Survey Manager	\$139
Engineering Associate	\$134
Senior Inspector	\$134
Senior Technician	\$129
Survey Crew (2 Man) ¹	\$252
Technician	\$113
Project Administrator	\$93
Deposition/Court Appearance	\$556
Other Direct Costs	
Subcontractor/Subconsultant, Lab Analysis: Cost + 10%	
Travel (Air/Hotel/Per Diem/Car Rental), Printing, Shipping: @ Cost	
Auto/Truck Mileage: @ Federal Rate	
Field Truck: \$125/Day	
Confined Space Entry Truck and Safety Equipment: \$250/Day	
¹ Survey Crew rate billed in 4-hour increments on a Lump Sum basis.	

Resource Allocation Estimate

JOB NO: 24-0254

2/5/2025

CLIENT: Halff Associates

PROJECT NAME: Mt. Dora Odor Characterization

Task	Description	Principal-in-Charge	Senior Project Manager	Project Manager	Project Engineer	Graduate Engineer	Project Admin.	Total Labor Hours	Subtotal Labor Cost	Subtotal ODC	Total Labor Cost and ODC by Task
1	Project Management	1	30		5	1	16	53	\$ 11,165.00		\$ 11,165.00
2	Background Review	2	48		28	8		86	\$ 20,692.00		\$ 20,692.00
3	Kickoff Workshop and Field Investigation		96					96	\$ 26,208.00	\$ 19,751.00	\$ 45,959.00
4	Odor Investigation Team Recon.		53		8	23		84	\$ 19,590.00	\$ 5,050.00	\$ 24,640.00
5	Dispersion Modeling	2	12	20		12		46	\$ 10,580.00		\$ 10,580.00
6	Observations and Modeling Workshop		32					32	\$ 8,736.00	\$ 1,251.00	\$ 9,987.00
7	Monitoring Program & Community Field Observations		155					155	\$ 42,315.00	\$ 20,201.00	\$ 62,516.00
8	Technical Memorandum	3	32	8	24	48	2	117	\$ 23,984.00		\$ 23,984.00
	Subtotal Direct Labor Hours	8	458	28	65	92	18	669			
	Hourly	\$ 306.00	\$ 273.00	\$ 244.00	\$ 206.00	\$ 151.00	\$ 93.00				
	Subtotal Direct Labor Cost	\$ 2,448.00	\$ 125,034.00	\$ 6,832.00	\$ 13,390.00	\$ 13,892.00	\$ 1,674.00		\$ 163,270.00	\$ 46,253.00	\$ 209,523.00
Other Direct Costs		Unit Cost	Units	No. of Units				Subtotal ODC			
	Mileage	\$ 0.67	per mile	900					\$ 603.00		
	Hotel	\$ 200.00	per night	17					\$ 3,400.00		
	Per Diem for Full Day	\$ 75.00	per day	64					\$ 4,800.00		
	Car Rental	\$ 100.00	per day	42					\$ 4,200.00		
	Round Trip Airfare	\$ 600.00	per flight/person	5					\$ 3,000.00		
	Nasal Ranger	\$ 250.00	per week	1					\$ 250.00		
	AirBnB/RV Rental	\$ 1,500.00	per week	6					\$ 9,000.00		
	St. Croix Sensory Participation	\$ 3,500.00	per day	6					\$ 21,000.00		
	Subtotal Other Direct Costs								\$ 46,253.00		
GRAND TOTAL ESTIMATED COST											\$ 209,523.00

CLIENT INFORMATION FORM

To assist Halff Associates, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

BILLING CONTACT NAME & TITLE: _____

BILLING CONTACT EMAIL: _____

BILLING CONTACT PHONE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?

YES: _____ NO: _____

(If no, Halff Associates, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? _____

If gated/locked, who shall Halff Associates, Inc. contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____

DATE: _____

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

APPROVED

Engineer: Halff Associates, Inc.

Signature:  _____

Name: Robert A. Ern, Jr., P.E., DBIA _____

Title: Water/Wastewater Deputy Practice Leader, VP _____

Date: February 10, 2025 _____

APPROVED

Client:

Signature: _____

Name: _____

Title: _____

Date: _____



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

DATE: February 18, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Odor Issues and Indoor Air Abatement Grant

Introduction:

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

Discussion:

City utility staff to provide updates.

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 - 1/24/2025
Approved - 2/7/2025
Final Approval - 2/10/2025



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

DATE: February 18, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Parking Downtown Improvements

Introduction:

This is an opportunity for City staff to provide updates on various downtown parking items.

Discussion:

As directed by City Council Workshop held on January 13, 2025, several parking items were discussed and appeared to have merits to proceed with implementation.

- MSL Gravel Lot permitted for MSL employee parking, pending land development code change
- Paid parking in downtown core / Parking App
- MSL/Former Bank Parking Lot Shared Parking Agreement improved for Golf Cart/Motorcycle Parking
- Baker Street converted to one-way with diagonal parking
- Alexander Street converted to one-way with diagonal parking
- Methodist Church Public Parking Lot dedicated shuttle
- Expand Freebee Coverage beyond CRA
- Review lighting walkway along 5th Avenue to/from Methodist Church parking area
- Review parking wayfinding signage
- Other Item: Review downtown parking 4-hour time-limits; and enforcement

Budget Impact:

Depending upon the parking improvement, cost and funding to be identified as projects are presented in the near future. The CRA has allocated funds for parking improvements.

Strategic Impact:

Objective 1.2. Enhance mobility and connectivity

Objective 2.1. Improve parking capacity/Identify final location

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

Recommendation:

Informational item.

Attachment(s):

Prepared by: Vince Sandersfeld, City Manager
Reviewed by: Adam Sumner, CRA Administrator
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 2/6/2025
Approved - 2/6/2025
Final Approval - 2/10/2025



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

DATE: February 18, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Update - Northeast Community Redevelopment Agency (CRA) Plan Update and Boundary Modification

Introduction:

This is an informational update on the Northeast CRA Plan Update and Boundary Modification process.

Discussion:

The Northeast CRA of Mount Dora was created on August 15th, 1989, with the mission of removing slum and blight conditions within the boundary of the agency. The agency will sunset on August 15, 2049.

A proposed Northeast CRA Plan amendment will be presented to Council within the next few months. This proposed amendment will accomplish two goals. First, it will update the language concerning cultural and special events, as CRAs are no longer allowed to fund those events. Second, it will include a modification of the Northeast CRA boundary to include within the Northeast CRA the addition of 80.34 acres. This added property is known as Simpson Groves South, and is bounded by the Northeast CRA on three sides and contiguous to the agency area, making it eligible to be added after annexation.

The Northeast Community Redevelopment Agency retained Redevelopment Management Associates ("RMA") to prepare a Finding of Necessity Study to evaluate the proposed addition of the five parcels of land now known as Simpson Groves South. Simpson Groves South will, for this purpose, also be referred to as the "Study Area." The RMA Finding of Necessity Study found the existence of slum and blight conditions in the Study Area, and these conditions meet the criteria for slum and blight pursuant to Florida Statute 163.340. The future developments and subsequent Tax Increment Funding (TIF) revenues will be used to fund projects outlined in the redevelopment plan, such as, but not limited to: the Community Resource & Recreation Center, programming and operation of the Center, affordable housing programs, stormwater improvements, home repair grants, community beautification enhancements, and transit improvements.

On July 2, 2024, the Northeast Community Redevelopment Agency approved Resolution No. 2024-09 to recommend modifying the existing boundary of the Northeast Community Redevelopment Agency to include Simpson Groves.

Lake County raised some concerns during this process. City staff and the City Attorneys met with the County Manager and County Attorney multiple times to resolve these concerns. The City and the County have come to tentative understandings of how each can be a good partner and move forward to generate additional needed TIF to fund planned projects in the Northeast CRA. The Northeast CRA will be updating the Interlocal Agreement with the City and creating one with Lake County. These interlocal agreements will set maximum annual TIF revenue amounts for the expansion area for the City and the County. Additionally, the Northeast CRA will waive its right to the TIF allocated to the Ambulance Municipal Service Taxing Unit (MSTU). The County is in need of additional funding for ambulance services, and the development of the area will increase calls for ambulance services. These concessions still allow for a sufficient amount of new TIF to be generated to accomplish the projects in the Redevelopment Plan, while avoiding the placement of unfair financial strain on the City or the County.

Budget Impact:

There is no budget impact by updating the Northeast CRA Redevelopment Plan. Future projects and improvements will be presented under separate action items through the normal City/CRA processes.

Strategic Impact:

The Redevelopment Plan provides for economic development opportunities and programs to address infrastructure, housing, beautification, and other redevelopment initiatives. The plan update supports the City's ability to deliver these benefits to its fullest extent.

Recommendation:

Informational update.

Attachment(s):

Prepared by: Adam Sumner, CRA Administrator
Reviewed by: Adam Sumner, CRA Administrator
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 2/10/2025
Approved - 2/11/2025
Final Approval - 2/12/2025



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

DATE: February 18, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Informational - Purchasing Division Report on Emergency Purchases

Introduction:

Informational - Purchasing Division Report on Emergency Purchases

Discussion:

Pursuant to Sections 3.4-1.I. of the City of Mount Dora Purchasing Policy adopted by City Council under Resolution No. 2021-107, information about the following emergency purchases is provided to City Council: Below are the complete costs for Category B - Emergency Protective measures being submitted for FEMA reimbursement. All FEMA guidelines were followed. Other categories will be included in the City Manager's Report as information is finished being gathered and submitted.

Type	Hours/Miles	Total Cost
Labor:	5569.5	276,936.46
Equipment:	2924Hr/169Mi	135,267.34
Material	N/A	41,790.72
Contracts	N/A	269,175.56
Total:		750,170.08

Below is the complete invoicing for Category B - Emergency Protective measures being submitted for FEMA reimbursement. All FEMA guidelines were followed.

Attachment	Invoice #	Vendor	Invoice Total
Invoice	N/A	The Yard Stop	32,700

Invoice	20054	Father & Son Landscaping, LLC	2,625
Invoice	199286	Windsor & Son LLC	6,825
Invoice	199995	Shelley Septic Tanks, Inc	208,875
Invoice	102301	Glenn Tatum Septic Service	43,500
Invoice	44958/44991	Triangle Diesel	1,650.56
		Total:	\$296,175.56

Budget Impact:

Seeking full reimbursement

Strategic Impact:

Goal #: Fiscal Resources

Recommendation:

Informational only.

Attachment(s):

1. The Yard Stop
2. Father and Son 20054
3. Windsor and Sons LLC 799286
4. Shelleys Inv 199995
5. Tatum INV102301
6. Triangle Diesel INV44991
7. Triangle Diesel INV44985

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

Approved - 2/5/2025
Approved - 2/10/2025
Approved - 2/10/2025
Final Approval - 2/10/2025



4200 S. Hwy 19-A
Mount Dora, FL 32757
352-357-9964

Landscaping Invoice for City of Mount Dora

Date

October 14, 2024

Services Performed by:

Chris Gordon (Designer)

Services Performed for:

Hurricane Clean Up

ATTN: Mark Miller

millerm@mountdora.gov

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

October 10 – 37 hours = 6 crews at 6.5 hours each & 1 crew with less hours. October 11 – 72 hours, 6 crews at 12 hours each totaling 109 hours x \$300 per crew per hour – \$32,700.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted by designer and completed in a substantial workmanlike manner for the sum of **(\$32,700.00 LABOR ONLY)**

Please remit payment at your earliest convenience. Checks can be made payable to The Yard Stop and mailed to the address above.

Payment can also be made via card by calling 352-357-9964 (Ask for Deby)

Thank you for your business!



Father & Son Landscaping, LLC

328 Tomato Hill Road | Leesburg, Florida 34748
(407) 373-4233 | info@HelpMyYard.com | www.HelpMyYard.com

RECIPIENT:

City of Mount Dora

510 North Baker Street
Mount Dora, Florida 32757

Invoice #20054

Issued Oct 14, 2024

Due Oct 29, 2024

Total \$2,625.00

Account Balance \$2,625.00

Storm Cleanup

Product/Service	Description	Qty.	Unit Price	Total
Storm Cleanup - \$375 per hour per crew (3 man crew)	Father & Son Landscaping has the following equipment to assist with clean up: Chainsaws ***Mini skid steer (grapple, forks, bucket, tree boom) Landscape truck with dump bed (2) dump trailers Backpack blowers Flatbed trailer Contact: Darin Farber (owner) cell (321) 299-2966	7	\$375.00	\$2,625.00

PAYMENT OPTIONS:

Invoice amount reflects pricing for paying by credit/debit card. If paying by check deduct card fee and make check payable to Father & Son Landscaping, LLC and mail to:

Father & Son Landscaping, LLC
328 Tomato Hill Rd
Leesburg, FL 34748

Total \$2,625.00

Account balance \$2,625.00

Pay Now



Father & Son Landscaping, LLC

328 Tomato Hill Road | Leesburg, Florida 34748
(407) 373-4233 | info@HelpMyYard.com | www.HelpMyYard.com

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

Storm Cleanup

Invoice #: 20054
Due date: Oct 29, 2024
Amount due: \$2,625.00
Amount enclosed: _____

Mail to:
Father & Son Landscaping, LLC
328 Tomato Hill Road
Leesburg, Florida 34748

WINDSOR & SON LLC
 22111 Coronado Somerset Dr
 Sorrento, FL 32776 USA
 +13868473929
 chainsawman1958@yahoo.com
 windsorandsonreeservice.com

Invoice

BILL TO City of Mount Dora 900 North Donnelly Street Mount Dora, FL 32757

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
799286	10/15/2024	\$6,825.00	11/14/2024	Net 30	

SALES REP
 Max

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		STORM WORK FOR THE CITY OF MOUNT DORA SCOOP OF WORK IS AS FOLLOWS To clean the roadway's and leave debris on side of roadway's. The cost per-2 men per hour and machines. 2 men and machine for one 1 hour. Cost is as follow: \$325.00. 6 men crew and machine's. Cost is as follows: \$975.00 per hour. Cost for 7 hours of work, crews and machine's.			6,825.00
	Services				

BALANCE DUE

\$6,825.00

Shelley's Septic Tanks, Inc.

Lake Co. Residents (352) 383-5775
P.O. Box 249
Zellwood, FL 32798

Invoice

DATE	INVOICE #
10/18/2024	199995

Bill To:

City of Mt. Dora
Attn: Accounts Payable
510 N. Baker Street
Mt. Dora, FL 32757

Service Address:

Mount Dora Plant # 1
Attn: John Bruce
1111 Overhiser Ln
Mount Dora, FL 32757
A/O 6/20/2024 Z65/ 350. hr emergency svc.

P.O. NO.	TERMS	DUE DATE	PERMIT NO.
	Net 30	11/17/2024	

QUANTITY	DESCRIPTION	RATE	SERVICED	AMOUNT
557	Truck and Driver Time - Emergency storm water pumping from hurricane Milton 10-11-24 though 10-17-24.	375.00		208,875.00
Thank You. We Appreciate Your Business!			Total	\$208,875.00



Glenn Tatum Septic Service

Glenn Tatum
4251 Ondich Rd.
Apopka, FL 32712
Office: (407) 814-9098

BILLING INFORMATION:

CITY OF MT DORA
ATT: ACCOUNTS PAYABLE
510 N BAKER STREET
MT DORA, FL 32757

SITE LOCATION:

MT DORA

INVOICE #:102301

COMMENTS OR SPECIAL INSTRUCTIONS:

HURRICANE MILTON STORM WATER PUMPING

LS 22

[illegible]

TOTAL	43,500.00
DEPOSIT	
BALANCE	

SIGN: _____

DATE: _____

Signature above is considered Acceptance of this Invoice, agreeing that the above prices, specifications, and conditions are satisfactory and hereby accepted. An E-Mail sent to glenntatumseptic@gmail.com stating "JOB ACCEPTED" is acceptable in place of physical Signature.

Bill To
City of Mt. Dora Attn: Accounts Payable 510 N Baker St Mt. Dora, FL 32757

Triangle Diesel, Inc. 1800 Robie Avenue Mt. Dora, FL 32757 (352) 735-2693 Phone (352) 735-1660 Fax pat@trianglediesel.com tami@trianglediesel.com
--

Invoice	
Date	10/22/2024
Invoice #	44991
P.O. No.	WM102424BC
Account #	C1782

Item	Qty	Description	Rate	Amount
		Unit # 110 Onan Genset EMN: 200DFAA Cummins ESN: J920490134 Eng Hrs: 13.5 Jobsite Location: FBC 1000 E 1st Ave, Mt Dora, FL 32757 Date of Service: 10/22/24		
		Fuel Line - No Charge		
Labor	0.5	Sub-Total For Parts		0.00
		Jobsite Labor	140.00	70.00T
		Travel Time - Round Trip **WAIVED**		
Mileage	2.4	Mileage - Round Trip	3.00	7.20
		Complaint: Unit start and shuts down.		
		Cause: Possible air in new fuel line.		
		Correction: Drove to jobsite. Visually inspect unit. Customer advised they had previously replaced the fuel line. Cranked engine - engine runs good with no issues. Performed load test on unit - load test successful. No repairs necessary at this time. Clean up, write up, return to TDI.		

mvr#52103	Thank you, we appreciate your business !!	
Special order parts and electrical items are Non-refundable. Stocked parts returned have a 15% restocking fee and must be returned with original invoice within 30 days of purchase date.		Subtotal \$77.20
Invoices "On Account" are due the 10th of the month following the purchase, otherwise invoices are due upon receipt.		Sales Tax (0.0%) \$0.00
A Service charge of 1 1/2% per month (Annual Rate of 18%) on past due balances.		
All warranties, if any, made with respect to this part(s) are those warranties made by the manufacturer. Dealer makes no warranties express or implied, including, but not limited to , warranties of merchantability and fitness of a particular purpose.		Total \$77.20
Credit Card Payments: A 2.5% Credit Card Surcharge will be applied to all Subtotals \$1,000 or more effective immediately		

Bill To
City of Mt. Dora Attn: Accounts Payable 510 N Baker St Mt. Dora, FL 32757

Triangle Diesel, Inc.
1800 Robie Avenue Mt. Dora, FL 32757
(352) 735-2693 Phone (352) 735-1660 Fax
pat@trianglediesel.com tami@trianglediesel.com

Invoice	
Date	10/22/2024
Invoice #	44985
P.O. No.	WM102324pump
Account #	C1782

Item	Qty	Description	Rate	Amount
		Thompson Pump EMN: 444TA4-55I2 JCB ESN: SL320/40760 U1426416 EQMN: 6JSVEDJCST42 EQSN: 6JSVE406 Jobsite Location: W Summit Ct & Hilltop Dr. Service Call Requested & Performed on 10/16/24		
M51-8640-7.5	1	Fuel Gauge	188.85	188.85T
fuel tank cleaner	1	Fuel Tank Cleaner, Sodium Hydrxide	27.98	27.98T
diesel fuel	60	Gal Diesel Fuel	4.19	251.40T
misc supplies	1	Misc Supplies: Brake Clean, Wire, Terminals, Bolts, Nuts, Etc.	20.00	20.00T
Haz Waste	1	Haz Waste	30.00	30.00T
		Sub-Total For Parts		518.23
Labor	5	Diagnostic & Repair Labor	140.00	700.00T
Labor	2	Svc Call - Jobsite Labor	140.00	280.00T
Labor	0.25	Svc Call - Travel Time Labor - Round Trip	140.00	35.00T
Mileage	7.4	Mileage - Round Trip	3.00	22.20
Freight		Freight In Bound	17.93	17.93T
		Complaint: Unit will run but shuts down.		
		Cause: Faulty fuel gauge / contaminated screen & fuel tank.		
		Correction: Drove to jobsite. Locate and visually inspect unit. Cranked engine - numerous codes present on panel. Began diagnosing codes - found fuel temp sensor is faulty and the oil temp plug is cut. Continued researching codes - customer had a truck waiting to pump out the lift station and exchange pumps to avoid an overflow - recommended customer bring unit to TDI for further diagnostics.		
		Unit arrived at TDI Facility. Visually inspected unit. Attempted to start - unit will not start. Continued diagnostics - opened fuel lines at injectors to check for fuel - no fuel present. Continued inspecting fuel lines down to the tank.		
		*Continued on Page 2		

mvr#52103	Thank you, we appreciate your business !!
Special order parts and electrical items are Non-refundable. Stocked parts returned have a 15% restocking fee and must be returned with original invoice within 30 days of purchase date.	
Invoices "On Account" are due the 10th of the month following the purchase, otherwise invoices are due upon receipt.	
A Service charge of 1 1/2% per month (Annual Rate of 18%) on past due balances.	
All warranties, if any, made with respect to this part(s) are those warranties made by the manufacturer. Dealer makes no warranties express or implied, including, but not limited to , warranties of merchantability and fitness of a particular purpose.	
Credit Card Payments: A 2.5% Credit Card Surcharge will be applied to all Subtotals \$1,000 or more effective immediately	

Bill To
City of Mt. Dora Attn: Accounts Payable 510 N Baker St Mt. Dora, FL 32757

Triangle Diesel, Inc. 1800 Robie Avenue Mt. Dora, FL 32757 (352) 735-2693 Phone (352) 735-1660 Fax pat@trianglediesel.com tami@trianglediesel.com
--

Invoice	
Date	10/22/2024
Invoice #	44985
P.O. No.	WM102324pump
Account #	C1782

Item	Qty	Description	Rate	Amount
		Found the fuel tank empty and dirty with rust and muck. Bypassed fuel tank to run engine from clean fuel source - bled the fuel system. Cranked engine - engine runs good on clean fuel (10 gals used). Fuel gauge is still sitting on 3/4 tank - needs to be replaced. Took pictures and contacted customer to see if they would like TDI to clean the fuel tank - customer approved. Removed metal screen and cleaned thoroughly. Filled fuel tank with hot water and cleaner and allowed it to sit overnight. Drained and pressured washed the fuel tank thoroughly the next day. Repaired fuel temp sensor - working properly now. Reinstalled metal screen and reconnected fuel tank to engine. Filled fuel tank 1/4 full be able to perform a test run without the pick up tube running dry. Cranked and test ran engine - engine runs good with no further issues and no returning codes. Clean up, write up, prep unit for pick up. Customer complaint resolved. ***Found the oil temp sensor wires have been cut prior to arrival at TDI - bypassing the sensor on the control panel and causing it to no longer read. The engine and all of its components still function properly with this sensor bypassed. A wiring harness replacement and reprogramming the control panel would both be required to have this sensor operational again.***		

mvr#52103	Thank you, we appreciate your business !!	
Special order parts and electrical items are Non-refundable. Stocked parts returned have a 15% restocking fee and must be returned with original invoice within 30 days of purchase date.		Subtotal \$1,573.36
Invoices "On Account" are due the 10th of the month following the purchase, otherwise invoices are due upon receipt.		Sales Tax (0.0%) \$0.00
A Service charge of 1 1/2% per month (Annual Rate of 18%) on past due balances.		
All warranties, if any, made with respect to this part(s) are those warranties made by the manufacturer. Dealer makes no warranties express or implied, including, but not limited to , warranties of merchantability and fitness of a particular purpose.		Total \$1,573.36
Credit Card Payments: A 2.5% Credit Card Surcharge will be applied to all Subtotals \$1,000 or more effective immediately		



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

DATE: February 18, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Lobbyist Update

Introduction:

Gray Robinson, P.A. represents the City of Mount Dora during the 2025 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status of current work in progress.

Discussion:

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the January 2025 Monthly Report.

Budget Impact:

Lobbyist Activities are funded in GL account 421-1910-536.31-11.

Strategic Impact:

The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation:

Data provided is informational.

Attachment(s):

1. Mount Dora January 2025 Report

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

Final Approval - 2/10/2025

February 3, 2025

**City of Mount Dora
January Activity Report**

2025 INTERIM COMMITTEE MEETING SCHEDULE:

February 3 – 7, 2025

February 10 – 14, 2025

February 17 – 21, 2025

Regular Session convenes March 4, 2025

Communications

- Call re RAISE Grant Wekiva Trail
- Request for Letter of Support for RAISE Grant from Rep. Gentry
- Correspondence with Adam Sumner re Donnelly funding
- Correspondence with FDOT re Donnelly funding
- Meeting with Senator Truenow re City of Mount Dora Priorities
- Meeting with Representative Cobb re City of Mount Dora Priorities
- Correspondence re House and Senate Appropriations forms

Next Steps

- Continue to update Mount Dora on grant opportunities
- Meet with House and Senate Sub-Committee Chairs re Appropriations Projects

Ryan Matthews/Angela Drzewiecki