



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
November 4, 2025, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

PUBLIC COMMENT

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

- | | |
|---|-----|
| 1. Request Approval of Amendment Number 2 to Piggyback Agreement with American Sidewalk Management for Sidewalk Inspections, Grinding, Removal, and Repairs to City Sidewalks | 4 |
| 2. Request Approval for the City of Mount Dora Urban Forestry to Submit a Grant Application to the Florida Department of Agriculture and Consumer Services | 119 |
| 3. Request Approval of the Amended Agreement Between the City of Mount Dora and the Florida State Lodge Fraternal Order of Police, Inc. | 134 |
| 4. Request Approval for Purchase of Police Vehicles | 217 |
| 5. Request Ratification of First Extension of Resolution 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event | 225 |

ACTION ITEMS

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

DISCUSSION ITEMS

PRIORITY PROJECT UPDATES

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

UPCOMING MEETING DATES

1. Tuesday, November 18, 2025, 6:00 p.m., Regular Session
2. Tuesday, December 2, 2025, 6:00 p.m., Regular Session

3. Tuesday, December 9, 2025, (Time and Location TBA), PLACEHOLDER Joint City and County Workshop Joint Planning Agreement (JPA)
4. Tuesday, December 16 2025, 6:00 p.m., Regular Session
5. Tuesday, January 6, 2026, 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: November 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Amendment Number 2 to Piggyback Agreement with American Sidewalk Management for Sidewalk Inspections, Grinding, Removal, and Repairs to City Sidewalks

Introduction:

This is a request for Council to approve Amendment No 2 to the piggyback agreement with American Sidewalk Management for the sidewalk inspections, grinding, removal and repairs of City sidewalks. Amendment No 2 extends the term to July 31, 2026, and includes a price increase per exhibit A of the amendment.

Discussion:

On December 17, 2024, council approved Amendment No 1 to the piggyback agreement with American Sidewalk Management. On May 15th, 2025, the City of Orlando amended their contract with American Sidewalk Management, establishing new pricing and extending the term to July 31, 2026. This request is to bring the City of Mount Dora's Agreement into alignment with the City of Orlando's contract.

Budget Impact:

Funds are budgeted each year for sidewalk repairs. For fiscal year 25–26, the budgeted amount in GL #111-1520-541.46-01-PW2415 is \$800,000.00.

Strategic Impact:

Objective 2.2 — Enhance pedestrian safety
Objective 2.4 — Sustain City Infrastructure

Recommendation:

Council approve Amendment No 2 to the piggyback agreement with American Sidewalk Management for a blanket purchase order to cover sidewalk inspections, grinding, removal and repairs.

Attachment(s):

1. Attachment #1 Piggyback Agreement.American Sidewalk Management.04.02.2024
2. Attachment #2 IFB23-0119 Executed Amendment Two.Orlando
3. Second Amended Piggyback Agreement 2024 - American Grinding
4. Vendor Signature Page.Second Amendment to Agreement

Prepared by: vedderl vedderl, Administrative Assistant

Reviewed by:

Andrew Marsian, Director of Utilities and Plant Operations

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Accounting Manager

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 10/24/2025

Approved - 10/24/2025

Approved - 10/24/2025

Approved - 10/24/2025

Approved - 10/29/2025

Approved - 10/29/2025

Final Approval - 10/29/2025

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and American Grinding Company, LLC dba American Sidewalk Management, 1425 Coit Avenue NE, Suite #200, Grand Rapids, Michigan 49505, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest utilize the Sidewalk Inspection, Grinding, Removal & Repairs Continuing Services Contract between the City of Orlando, Florida, and the CONTRACTOR (the “Underlying Agreement”), April 27, 2023, and attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract,” which was competitively solicited for and negotiated by the City of Orlando, Florida through Invitation to Bid – IFB23-0119; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY for the same pricing set forth in the Underlying Agreement; and,

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

SECTION 1. TERM.

The term of this Agreement shall extend from the date of execution through and including one (1) year, until March 19, 2025, and is subject to four (4) additional twelve (12) month renewals.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the Exhibit “A” attached hereto, which consists of the Underlying Agreement and its exhibits, including pricing.

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

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

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

CONTRACTOR: American Grinding Company, LLC
c/o Joel Van Veen, President
1425 Coit Avenue NE, Suite #200
Grand Rapids, Michigan 49505

SECTION 5. APPLICABLE LAW, VENUE, WAIVER OF JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall exclusively lie in state or federal courts having jurisdiction in Lake County, Florida. **The parties hereby knowingly and voluntarily waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.**

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of any CITY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 9. **JOINT AUTHORSHIP.**

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

SECTION 10. **EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. **INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

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

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. **PUBLIC RECORDS.**

A. Pursuant to Florida Statutes, Section 119.0701:

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION
OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO**

**PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352)735-7126
CLERK@MOUNTDORA.GOV

- B. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the CITY for the scope of this Agreement.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
 3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the CITY. If the CONTRACTOR transfers all public records to the CITY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request, in a format that is compatible with the information technology systems of the CITY.

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

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

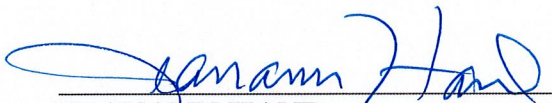
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 2nd day of April, 2024.

CITY OF MOUNT DORA



CRISSY STILE
MAYOR of the City of Mount Dora,
Florida

ATTEST:



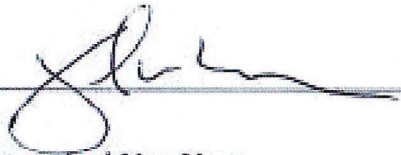
JEANANN HAND
CITY CLERK

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



Patrick Brackins
City Attorney

American Grinding Company, LLC dba
American Sidewalk Management



Print: Joel Van Veen

Title: President

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of Joel Van Veen, as President of American Grinding Company, 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 Michigan Drivers License as identification, and who did/did not take an oath this 7th day of March, 2024.

(stamp)



NOTARY PUBLIC

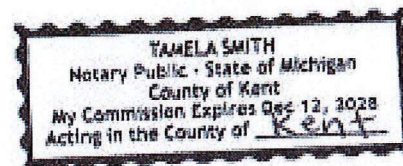


Exhibit "A"
Cooperative Contract between the
City of Orlando, FL and American Grinding Company, LLC
dba American Sidewalk Management and its exhibits



CITY OF ORLANDO INVITATION FOR BID (IFB)

DATE OF ISSUE: JANUARY 30, 2023

IFB DUE DATE: MARCH 2, 2023

IFB DUE TIME: 2:00 p.m., Local Time, City of Orlando, FL

BID DELIVERY LOCATION: City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Bid opening held at same location.

IFB TITLE: SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS

IFB NO: IFB23-0119
(IFB NUMBER MUST BE PLACED ON FRONT OF ENVELOPE)

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: SILVIA COSTE, CPP, SENIOR PURCHASING AGENT
Phone: (407) 246-2216
Email: silvia.coste@orlando.gov

BUSINESS NAME & ADDRESS

American Grinding Company, LLC d/b/a
American Sidewalk Management

Business Name

1425 Coit Ave NE, Suite #200

Address

Grand Rapids, MI 49505

City, State, Zip

(888) 556-7344

Telephone Number

info@sidewalkmgmt.com

Business Email Address

CONTACT INFORMATION

Joel Van Veen

Name of Contact Individual

1425 Coit Ave NE, Suite #200

Contact Address

Grand Rapids, MI 49505

Contact City, State, Zip

(888) 556-7344

Contact Telephone Number

joel@sidewalkmgmt.com

Contact Email Address

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INVITATION FOR BIDS

The City of Orlando, Florida, will electronically receive sealed bids through the Procurement and Contracts Division, for **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs** until 2:00 p.m., local time, on **March 2, 2023**, at which time bids will be opened and publicly virtually read. This work is a service contract for the Sidewalk Trip Hazard Remediation and Condition Survey for the City of Orlando (City).

Plans, Specifications & Contract Documents will be open to public inspection after **2:00 p.m. on January 30, 2023**. If you have any questions you may contact the Procurement & Contracts Division, City Hall (phone #407-246-2291). Plans, Specifications & Contract Documents may be obtained from the City's VendorLink website at the following web link: <https://vendorlink.cityoforlando.net/common/default.aspx>.

Bids must be accompanied by a bid bond, certified check or cashier's check made out to the City of Orlando, or other security as provided by law, in an amount not less than 10% of the total base bid.

A Non-Mandatory Pre-Bid (MS Teams) Teleconference will be held, **February 13, 2023 at 10:00 a.m.**, the conference line number is 1-321-247-568 , **ID:734607311#**. You must press the # key immediately after entering the id number.

Refer to the solicitation for more information on the bidding process. All questions about this solicitation must be submitted in writing and received by the Procurement and Contracts Division before **5:00 p.m., local time, on February 17, 2023**. Answers will be issued in the form of an Addendum to the solicitation.

Living Wage

CONTRACTOR is required to pay its workers, as well as its subcontractors providing services pursuant to a contract with the CITY, a living wage for the time spent providing services to the CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. This provision shall apply to all bid and proposal awards for services which involve CITY expenditures that exceed \$100,000.00 per year.

Performance and Payment Bond

A performance and payment bond is not required for the total contract amount of this Bid.

A performance and payment bond will be required if any specific job is estimated to cost more than Two Hundred Thousand Dollars (\$200,000.00), in accordance with Florida Statutes Section 255.05.

The City reserves the right to waive the bond requirement at any time for any specific job of \$200,000.00 or less. However, at the City's discretion, there may be times that a bond will be required for jobs of \$200,000.00 or less.

When a Payment and Performance Bond is required for a specific job, such bond shall be acquired and delivered to the City within fifteen (15) days of notice from the City that a bond is required. Upon notice from the City that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the City.

If required, all bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws. All bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by applicable laws and regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of its authority to act.

**INSTRUCTIONS FOR SUBMITTING BID
IN RESPONSE TO INVITATION FOR BIDS FOR THE
IFB23-0119, SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS**

A. ELECTRONIC SUBMITTAL:

This solicitation must be submitted electronically. Paper responses will be deemed non-responsive.

Instructions for submitting a bid:

1. Once you have logged into your VendorLink account, go to the solicitation on which you want to bid, then click on "Create a Quote/Bid."
2. Upload the bid to VendorLink.
3. Verify that your uploaded document is complete.
4. To submit the final Quote/Bid, click on the "Submit" button at the bottom of the page, and then click "OK" at the top of the page.
5. If successfully submitted, a confirmation pop-up will appear at the bottom of the page.
6. A **Draft** Status means your bid has been saved but not yet submitted. The quote/bid response will not be considered as a submitted response in the system for this bid solicitation.

Bidders are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the VendorLink system by the due date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence.

Notwithstanding any provision of this Addendum or the Solicitation to the contrary, persons with disabilities needing a special accommodation to submit a bid response or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246- 2291, not later than four (4) days prior to the submittal date for accommodations related to the submittal, or four (4) days prior to the date on which any other accommodation is needed.

B. PRE-BID MEETING MS TEAMS PLATFORM:

The Prebid meeting will be held via MS Teams, the call-in number is **1-321-247-7568**, Conference **ID:734607311**# you must press the # key right after the id number.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTM5MjhiOGYtN2QzYy00NTA1LWEyYmYtYjAwYWYwNjg2Zjlh%40thread.v2/0?context=%7b%22Tid%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%223dc3147e-b3e2-452b-bf4d-416f9a614cc0%22%7d

C. VIRTUAL SOLICITATION OPENING:

Given the current situation with COVID-19 and the need for social distancing, the solicitation opening meeting information is as follow:

Instructions to join the solicitation opening virtual meeting:**1. Sign up for a free Zoom account**

Go to **zoom.us/signup** and enter your email address to create a free account with Zoom web conferencing. You'll receive an email from Zoom where you will click on a link to activate your account. If you already have a Zoom account, skip to step #3 below.

2. Choose your device and download Zoom

You can use a smart phone, tablet, laptop, or desktop computer. After signing up, visit **zoom.us/download** and download the "Zoom Client for Meetings" onto your computer. On mobile devices, search your app store for the free Zoom app and download it. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download Zoom and need to connect via web browser, you can use the Zoom web client (more info on browser compatibility visit **bit.ly/zoomwebinfo**).

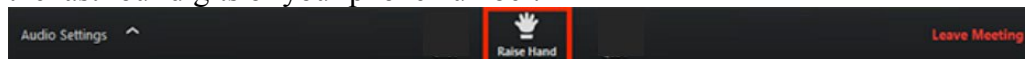
3. Join the virtual meeting

a. This is the public link: <https://orlando-gov.zoom.us/j/84693841218>

b. Call in number: +1 305 224 1968 Webinar ID:84693841218

c. **Provide live public comment**

Use the "Raise Hand" feature to request to speak. If you have called in you can raise your hand by pressing *9. If you do this you will be called on to speak using the last four digits of your phone number.



D. PREPARATION OF BIDS:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed by the bidder and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he/she makes an entry.
4. Unit prices for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
5. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

Note: For purposes of this bid, **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs**, Bidders shall enter a unit price for all line items listed in the Electronic Bid Form. To be considered for a contract award, the Bidder must submit a value greater than zero for **all items**. Contract award(s), if made, shall be based on the total bid price of all items.

SUBMITTAL CHECK LIST:

Bidders should use the following bid check list of standard forms which are to be completed and returned as part of your bid submittal. Failure to complete and return required forms may result in your bid being non-responsive and not considered for award.

Additional forms/items may be required to be submitted under the terms of this Invitation for Bids which are not listed below; therefore, it is the bidder's responsibility to read and understand the provisions of this Invitation for Bids.

<u> X </u>	Solicitation Cover Page.
<u> X </u>	W9. See Attachment A
<u> X </u>	Bid Form.
<u> X </u>	Bidders Certification Form.
<u> X </u>	Conflict of Interest Disclosure Form.
<u> X </u>	Certification Regarding Prohibition Against Contracting with Scrutinized Companies.
<u> X </u>	Contract and Acceptance Form.
<u> X </u>	Bidder's Questionnaire.
<u> X </u>	Letter(s) of Intent, find in the Supplementary Conditions. See Attachment A
<u> X </u>	Veteran Business Enterprise Participation Form, find in the Supplementary Conditions.
<u> X </u>	Addendum Acknowledgment Form: It is the bidder's responsibility to contact the City's Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda. (If applicable)

Special Items:

<u> X </u>	1. Bid Security (10%) See Attachment A
<u> X </u>	2. Bidders Equipment List See Attachment A & B
<u> X </u>	3. FDOT Qualification in Intermediate Maintenance of Traffic Control See Attachment A

NOTE:

Certificate of Insurance: Within seven (7) days of a notification of intended award, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City.

Written Question(s) Form: Written questions must be received by **5:00 P.M. Local time** before, February 17, 2023.

INVITATON FOR BIDS AWARD INFORMATION:

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways:

1. Bid documents are available for download from the eSupplier website:

You may access solicitation information by visiting the City's eSupplier website by copying the following link in your web browser:

<https://vendorlink.cityoforlando.net>

2. You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request a solicitation and other related information.

Please remember, email notification is provided as a courtesy to our vendors, but it is the vendor's responsibility to check with the City of Orlando's website at: <https://vendorlink.cityoforlando.net> for current bid, and other information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

NON- MANDATORY PRE-BID CONFERENCE:

All prospective bidders are invited to attend a **Non-Mandatory** Pre-Bid Conference Via Microsoft Teams:

February 13, 2023 at 10:00 A.M. Local Time, City of Orlando, FL

Teams Call in Number 1-321-247-7568, ID:734607311#

The purpose of the Pre-Bid Conference is to provide and solicit information relative to the scope, purpose, nature and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a bid shall constitute an acknowledgment by the bidder that it has thoroughly examined and is familiar with the **INVITATON FOR BIDS.** The failure or neglect of a bidder to examine the **INVITATON FOR BIDS.** shall in no way relieve the bidder of any obligations with respect to either its bid or the **INVITATON FOR BIDS.** No claim for additional compensation will be allowed which is based upon a lack of knowledge of the **INVITATON FOR BIDS.**

NON-MANDATORY
PRE-BID CONFERENCE ATTENDANCE NOTIFICATION:

February 13, 2023 at 10:00 A.M. Local Time, City

of Orlando, FL., Microsoft Teams Platform

Conference Call in Number 1-321-247-7568

ID:734607311# You must press the # key right

after the id number.

Please return this form by: Thursday, February 9, 2023.

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-2291
Fax: (407) 246-2869

PLEASE CHECK:

 X We plan to attend

Name of Representatives who will attend

1. Joel Van Veen
2. _____
3. _____

 X A list of questions or statements for discussion at the Pre-Bid Conference is attached. (Please use **“WRITTEN QUESTION(S) FORM”** as indicated in the Table of Contents).

_____ We do not plan to attend, but will be submitting a response.

_____ We do not plan to attend and will not be submitting a response because:

Signature

President

Title

American Grinding Company, LLC d/b/a American Sidewalk Management

Name of Company

February 8, 2023

Date

**SPECIFICATIONS FOR
IFB23-0119, SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS**

I. GENERAL

A. This work is a service contract for the Sidewalk Trip Hazard Remediation and Condition Survey for the City of Orlando (City). The initial Contract time will be for a period of one year (12 months) with up to four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months. The Work includes surveying all sidewalks in the City, documenting trip hazards, damaged sidewalks, and grinding raised joints and uneven cracks. Replacing damaged sidewalk panels is not part of the Work. Staff in the Streets and Stormwater Division will designate initial Work Areas for the Contractor to begin work, but the Contractor will be responsible for surveying and reporting repair needs for the City sidewalks as determined by the City of Orlando Streets and Stormwater Division. The minimum grinding rate is to be no less than 500 linear feet per day and have an average range of 250 to 350 linear feet per day.

B. The estimated annual expenditure is \$800,000.00.

C. These specifications cover the Contractor's requirements for sidewalk grinding and reporting of trip hazards ¼ inch and greater. A trip hazard may include: cracks, separations, and or raised edges in the sidewalk surface that have a minimum of ¼ inch difference in elevation across the crack or edge. The reports will become part of the City's sidewalk hazard inventory.

D. The Work described in each item includes the Contractor furnishing of all materials, equipment, supplies, and tools, along with the performance of all labor and services, and all incidentals necessary to complete the repairs and reports associated with sidewalk trip hazards within the City.

E. The Contractor shall have a minimum of three (3) years experience in sidewalk grinding. References shall include projects in the State of Florida during the last three (3) years that involve sidewalk grinding and trip hazard remediation.

F. The Contractor shall have a minimum of two (2) people on-site at all times while work is performed. The use of two people on site ensures the safety of all pedestrians who may be present in the work area.

G. The Contractor shall have an active General Contractor's license valid in the State of Florida and a valid certification for the Florida Department of Transportation intermediate Maintenance of Traffic Control.

II. EQUIPMENT

A. Equipment must be able to grind any size trip hazard from 1/4 inch and greater. Grinding equipment must include a self contained dust collection system, which is used 100% of the time. To ensure effectiveness and minimize machinery footprint, the system must consist of an engine-driven vacuum suction fan and dust collection tanks both mounted on the grinding apparatus. Electric vacuums, hoses, hand power tools extension cords and generators will not be permitted as they are not powerful enough to effectively contain OSHA recognized hazardous airborne silica

dust generated by concrete grinding. Additionally, they cause electric shock as well as pedestrian trip hazards.

B. Grinding will be done dry without the use of water.

C. Equipment noise must be minimal so it does not disturb the public and the public will not need to wear hearing protection if located 10 ft. or further from the operation of the equipment. Per OSHA, hearing protection is required for individuals exposed to noise over 85 dB, as such the City requires that the equipment to perform the Work must not exceed the 85 dB at 10 ft.

D. Contractor shall own or lease commercial equipment that the City considers sufficient to provide services as specified. Commercial concrete grinding equipment is required.

E. Equipment shall be kept in good working order at all times. Proposed equipment shall be documented in the Equipment List Form, attached in Forms and Submittal Documents. Bidder shall submit additional pages as necessary to document the equipment. Bidder will submit applicable descriptive literature and technical data to fully detail all features, designs, construction, finishes of the equipment proposed for grinding on this project.

F. The failure of the Contractor to obtain and maintain sufficient equipment to provide the services as specified in this solicitation may be cause for termination of Contract.

G. Inspection and acceptance of proposed equipment to be used on this project shall be performed by a representative from the City's Streets and Stormwater Division, or such other specifically designated City Representative.

III. SCOPE OF WORK- SIDEWALK GRINDING

A. Work Areas: Staff in the Streets and Stormwater Division will provide maps to the Contractor with Work Areas and street names as Work Orders. The Contractor will be responsible for surveying all sidewalks in the Work Areas, performing repairs, and identify other repair needs.

B. Trip Hazard Locations: Contractor will identify and remove all trip hazards in the Work Area that are between ¼" to 2" in height (as long as 2" of concrete thickness remains after grinding), and where the cross slope of the sidewalk does not exceed 2%. The surface area after grinding must be textured to meet ADA standards for pedestrian safety; which includes a slip resistant surface that does not become slippery when wet. Panels that are not repairable, or fractured, or broken will be documented in a weekly report.

C. Trip Hazard Location Documentation: The Contractor shall collect data using a GNSS (Global Navigation Satellite System) mapping grade device capable of sub-meter accuracy in varying site conditions. Workers should be properly trained to reach those accuracy capabilities whenever the condition are possible, for every grind site as well as each site that could not be grinded. The collection devices must be capable of collection multiple fields of attribute data for each point including but not limited to: street name, address, machine used, project phase, linear feet of the grind site, date and time collected, and damage points that could not be grinded. The coordinate projection of the data must be the same projection used by the City of Orlando. The device should be capable of delivering this data via an ESRI Geodatabase and will be delivered monthly via email or potentially through an automatic connection to an asset management system. After the Contractor submits the monthly report, City staff will verify and document the reported work.

D. Advance Notification of Work: The Contractor shall coordinate with the Streets and Stormwater Division two weeks in advance of initiating work in the identified Work Areas in a manner agreed upon by the Contractor and City prior to contract execution.

E. Mobilization: There are no additional costs for mobilization. If the Contractor completes work in one Work Area in less than a full day and needs to move to another Work Area in the same day, the Contractor may not charge a fee for mobilization between Work Areas. The work will be continuous throughout the year. Mobilization is included in the Contract linear price.

F. Damage to Grass/Vegetation Areas: Grass or landscaped areas damaged by the Contractor shall be restored at the Contractor's expense to conditions that are equal to or better than the existing conditions prior to commencement of work. Restoration shall be at the direction of Streets and Stormwater staff.

G. Utility Conflicts and Coordination: If the Contractor damages any utilities, they shall immediately notify the Utility Company and Streets and Stormwater Division within 30 minutes of the damage. Any damage to existing utilities shall be repaired at the Contractor's expense.

H. Damage to Existing Irrigation System: If the Contractor damages any portion of an existing irrigation system they shall immediately notify the Property Owner either through personal contact or leaving their contact information to the extent practicable. The Contractor shall also notify the Streets and Stormwater Division within one hour of the damage. Any damage to existing irrigation systems shall be repaired at the Contractor's expense.

I. Clean up: Should the integral vacuum system fail to collect all debris, the Contractor shall sweep the sidewalks thoroughly after the grinding operation. All debris collected shall be removed and disposed to a recycling location or to a location approved by the Streets and Stormwater Division.

J. Permits and Traffic Control: The Contractor shall furnish and install all construction signs, pavement markings, barricades, and all other safety controls for the duration of each work-area. The Contractor must notify the City where they are working by e-mail or telephone. The Traffic Control Manager will determine if permits are required. The Contractor is responsible for compliance with any permits determined necessary by the Traffic Control Manager. The Contractor shall have a certified Florida Department of Transportation Intermediate Maintenance of Traffic (M.O.T.) Control person.

K. Measurements: Measurement is based on a liner foot of grinding regardless what the thickness is of the sidewalk.

IV. **PART TWO - CONCRETE REPAIR & CONSTRUCTION**

A. General

1. Scope of Work

The Contractor shall furnish all labor, material, and equipment necessary to perform all operations for the various types of repairs and clean ups that is necessary during the course of making repairs and constructing various concrete. The location of the work is Citywide and the work will be assigned geographically whenever possible.

In general, the Scope of Work and the types of repairs involved will be as follows:

- a. Concrete: Remove and construct sidewalks, where assigned.
- b. Sod/Grass/Plant/Landscape: Replacement of Sod to the original state and possible landscaping.

2. Quality Assurance

Concrete work shall conform to all regulations of local, state and federal authorities, including safety, health and pollution related. The latest edition of the City's Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design shall apply.

B. Products

1. **Concrete**: The materials shall meet the requirements of the latest edition of the City's Engineering Standards Manual (ESM).
2. **Graded Aggregate**: The materials shall meet the requirements of the latest edition of the City's Engineering Standards Manual (ESM).
3. **Irrigation Pipes**: If repair of these is needed, any of the most commercially available PVC and metal pipes are acceptable.
4. **Equipment**: A ready-mix concrete delivery truck will be necessary for pours.

C. Execution

1. Concrete Repair/Construction (driveways, sidewalks, curbs, etc.)
 - a. Most concrete sidewalk repair jobs will involve about 2 to 3 sections of sidewalk to be removed, formed and re-poured.
 - b. All concrete used shall be at least the same quality used in the original case and re-poured using 3,000-psi concrete. All concrete must be plant batch mixed and no on-site bag mixed concrete will be allowed.
 - c. Where jobsites and plans call for steel reinforcement to be placed in the sidewalk, retaining walls, etc., such reinforcement shall conform to the requirements of the latest edition of the City's Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design. A WWF or a welded wire fiber mesh and tie may be required to be laid in place during the pouring of concrete.
 - d. Forms used for this work shall be made of either wood, or metal, and shall have a depth equal to the depth of the concrete being deposited. Forms shall be straight, clean, free from warp or bends and of sufficient strength.
 - e. Foundation: If the work area under the concrete has been cut, it shall be filled to the correct depth first and shall be compacted to a minimum of 95% density.

f. Expansion Joints: If expansion joints were part of the original set up, (say between the sidewalk and the curb or driveway or at fixed objects), then these shall be formed with a pre-formed joint filler and shall be ½ inch joints.

g. Contraction Joints: If part of the original set up, shall be replaced to the original type – that is either the “open type” or “sawed”. Joints shall be at least 1-1/2 inch deep.

h. Placement: Place concrete using methods, which prevent segregation of mix. Concentrate along the face of forms. Use only square-faced shovels for hand spreading and consolidation. Deposit and spread concrete in a continuous operation between joints, as far as possible. Give options to set the Forms. The latest edition of the City’s Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design for mixing and placing concrete.

i. Finishing: Smooth the surface by spreading and floating. Use hand methods only. Test surface for trueness. Re-distribute concrete if required, to remove surface irregularities and to provide a smooth, continuous surface. Work all edges of walks and slabs with a 1/8" edging tool. Fiber broom finish perpendicular to the edge of the walk. Do not remove forms for 24 hours after the concrete has been placed. After removal, clean ends of joints, remove and replace areas of major defects. Backfill all exposed sides of finished work with soil.

j. Curing: Protect and cure finished concrete paving, complying with applicable requirements of the City of Orlando. Commence placement of curing compound as soon as the concrete has hardened sufficiently to permit application of curing material without marring the surface. Replace

immediately any curing material removed or damaged during the curing process.

k. Tree root pruning and grubbing is required with a majority of the concrete repairs. ALL TREE ROOTS MUST BE CLEANLY CUT (no ax cuts) while accomplishing this task. The raw use of a skid loader or backhoe to grub tree roots will not be allowed. Close coordination between the City and Contractor must take place with tree root pruning.

2. Soil Replacement

Contractor is responsible to restore the work area with clean backfill and all areas are to be leveled and graded.

3. Re-Sodding

On most occasions, re-sodding will become necessary as part of repair and construction work. The contractor is required to replace the same type and quality of sod that existed before. Occasionally, some landscaping work may be required. Landscaping must be restored to original or better conditions and to the satisfaction of private property owners. New sod shall match existing undisturbed sod (Bahia or St. Augustine).

4. Pipe Repair

Contractor will be responsible for all irrigation and water line repairs damaged during the course of work. If repairs are made, the contractor must turn on the irrigation system to ensure it is working properly. This may require coordination with the property owner.

5. Clean-up

Without exception, Contractor MUST police and remove all construction material, excess wet concrete, concrete pieces and slabs, trash and debris from job site daily and legally dispose of them off the property.

6. Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. The Contractor will check for any existing utilities in the work area through underground locator service and will be responsible for the damage to such utilities, including sprinkler systems.

V. POLLUTION AND NOISE CONTROLS

A. Noise Control: Noise Control shall be in accordance with Federal, State, and City regulations. The Contractor shall comply with all City Ordinances and Regulations dealing with noise abatement.

B. Vibration Control: Vibration Control shall be in accordance with Federal, State, and City regulations. It is the Contractor's sole responsibility to prevent damage from vibration to adjacent structures and property.

C. Air Pollution Controls: Air Pollution Control shall be in accordance with Federal, State, and City regulations.

1. Fugitive Dust

a. Do not cause or allow the emissions from any transport, handling, construction or storage activity to remain visible in the atmosphere beyond the property line of the emission source.

b. Take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

c. Do not cause or allow particulate matter to exceed 100 mg/m³ when determined as the difference between upwind and downwind samples collected on high volume samples at the property line for a minimum of five hours.

d. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of construction or hauling operations. Precautions shall include the removal of particulate matter from equipment before movement to paved streets, or the prompt removal of material from paved streets onto which such material has been deposited.

2. Solid and Hazardous Waste

a. Solid and Hazardous Waste Control shall be in accordance with Federal, State, and City regulations.

b. The Contractor is solely responsible for the disposal of any hazardous waste that is generated by the Contractor's operation.

c. Execution: In order to implement these regulations, Contractor shall use the following procedures and techniques:

3. Air Pollution

a. Dust

1. Cover loads of materials, debris and soil transported from construction sites.
2. Daily water down and sweep streets, which have heavy volumes of construction vehicles carrying debris and excavated materials.
3. Establish regular cycles and locations for washing trucks, which haul soil from the site.
4. Water down construction sites as needed to suppress dust, during handling of excavation soil or debris or during demolition.

b. Burning of wastes on site is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

c. Use construction equipment, which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities. Contractor shall have available evidence of such design and equipment shall be maintained and made available for inspection by Construction Manager.

d. Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records shall be held available for inspection by Construction Manager.

4. Solid and Hazardous Waste

a. Solid wastes may be disposed of in a number of ways, including reuse on the project, sale for fuel, through controlled incineration, donation to other public private dump sites, either free or for a fee. The method of disposal is restricted according to the classification of the waste material by the CFR 40 - 190 to 399, and by local requirements.

- b. Hazardous material shall be disposed of in Class I or Class II-1 waste disposal facilities.
- c. Haul routes for transporting solid or hazardous wastes are subject to the approval of Construction Manager.

VI. INSPECTIONS AND OBSERVATIONS

A. The City Representative or designee will make periodic reviews of the entire site to evaluate the Contractor's performance. The Contractor will, on sole judgment of the City Representative or his designee, make necessary repairs and adjustments required to fulfill the obligations and conditions of the Contract.

B. Contractor personnel are expected to conduct themselves in a courteous manner, performing their functions with the appropriate professionalism.

VII. MEASUREMENT AND PAYMENT

A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under Pay Items. Work for which there is not a pay item will be considered incidental to the Contract and no additional compensation will be allowed.

B. The City reserves the right to modify work as may be necessary, and increase or decrease quantities of Work to be performed, including deduction or cancellation of any one or more of the Pay Items. Changes in the Work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of the Work to be performed, the Contractor will accept payment according to Contract Unit Prices that appear in the original contract.

C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price cost for completing the work in its entirety. Should the Contractor feel that the cost of any item of the work has not been established by the Bid Form, Contractor shall include the cost for the work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

D. The quantities for payment under this Contract shall be determined by actual measurement and payment of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

E. Work performed by the Contractor outside the limits of construction shall be at the Contractor's expense.

F. Invoice Processing

- 1. Contractor will invoice the City per location. The Contractor shall list the linear feet of work completed per location in the spread sheet provided by the Contractor.

2. Contractor shall submit to the City Representative an invoice for completed work only after a field inspection of work has been jointly verified with representatives of the Contractor and City. The City Representative shall issue a Work Order Acceptance Certificate to the Contractor upon successful verification of the completed work. All Invoices shall be presented to Streets & Stormwater Division 1010 Woods Ave. Orlando, FL 32805, for processing.

G. Payment of Subcontractors. Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

SPECIAL CONDITION CLAUSES**Price Adjustment Applicable to Approved upon Renewal Contract Terms Only:****Automated Order Entry System:**

Bidders should furnish with their bid submittal details of any automated order entry system available for use by the City.

Bid Security:

Bid Security shall be made payable to City, in an amount equal to ten percent of the bidder's Total Base Bid in the form of a certified check, cashier's check, or a Bid Bond issued by a Surety that is licensed to conduct business in the State of Florida and has at least an "A-" rating in accordance with the most current A.M. Best Company financial strength rating.

The Bid Security of the low bidder shall be retained until such time as the City has executed and provided the awarded bidder with the Contract and Acceptance Form, and the bidder has furnished the required contract security, any insurance certificates and endorsements, whereupon it will be returned. If the low bidder fails to comply with the solicitation requirements, or to furnish any required contract security or required insurance certificates and endorsements, within seven (7) days of the notification of intended award, the City may cancel the intended award and the Bid Security of that bidder may be forfeited up to the difference between the total bid of the forfeited bidder and the next lowest bidder.

The Bid Security of all other bidders may be retained until the earlier of thirty (30) days after execution of the Contract and Acceptance Form or ninety (90) days after bid opening, whichever occurs first.

Bid Specifications:

Specifications referenced throughout this solicitation refer to the products listed on the Bid Price Form, page 48. See Standard Terms and Conditions, Specifications, Item 8, page 26, regarding the approval process for equivalent equipment or materials.

Payment of Subcontractors

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et seq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

Periodic and Final Cleaning

The Contractor shall:

- A. Schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations;
- B. Provide on-site container for the collection of waste materials, debris, and rubbish;
- C. Dispose of waste materials, debris, and rubbish from the Owner's property;

- D. Upon completion of work in each area, provide final cleaning and otherwise return space to a condition suitable for use by the City;
- A. Conduct cleaning and disposal operations to comply with City codes, ordinances, regulations, and environmental laws.

Performance Bond and Payment Bond

In accordance with Florida Section 255.05(1)(a), Florida Statutes, a Performance and Payment Bond is required of anyone entering into a formal contract with the City for the construction or repair of a building or public works project. The City reserves the right to waive the requirement at any time for any contract of \$200,000.00 or less.

Accordingly, if the amount bid by the awarded bidder exceeds \$200,000.00, a Payment and Performance Bond will be required in the amount of the awarded bidder's bid or in such other amount as may be directed by the City in writing within fifteen (15) days of the award of any contract resulting from this solicitation. No work shall be done prior to the delivery of a Payment and Performance Bond meeting the requirements of this Section to the City.

In the event that the awarded bid amount is less than \$200,000.00, a Payment and Performance Bond will be required thereafter in such amount as determined by the City if at any time, for any reason, including but not be limited to increased quantities or usage or extension or renewal, the value of the contract exceeds (or may reasonably be expected to exceed) \$200,000.00 as determined by the City. Such bond shall be acquired and delivered to the City within fifteen (15) days of notice from the City that a bond is required. Upon notice from the City that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the City.

The Contractor shall include the cost of any bonds required hereunder in their bid. If bonds are required hereunder and the term of the contract between the City and the Contractor is extended or renewed, Contractor shall provide a new or amended bond to reflect the new or extended period and increased value of the contract within fifteen (15) days of extension or renewal. The failure by Contractor to submit any conforming bond when required by this Section shall constitute grounds for termination of the contract by the City.

All Payment and Performance Bonds shall be recorded by the City with the Clerk of the Circuit Court of the county where the work is located. These bonds shall remain in effect at least until one (1) year after the date of substantial completion of the entire work assigned to Contractor under the contract, except as otherwise provided by applicable laws or regulations.

All bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws. All bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by applicable laws and regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of its authority to act.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of this Section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be in accordance with these requirements and acceptable to City.

In addition to the other bonding requirements, the surety (ies) named on the Performance Bond and Payment Bond submitted by Contractor shall be subject to the approval of City. If City has a reasonable objection to the proposed Surety, City may require Contractor to submit an acceptable substitute.

Quantities

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

Favored Customer Clause:

Should the awarded bidder (also referred to hereinafter as “Contractor”), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded vendor agrees to extend that same discounted price to the City of Orlando.

GENERAL CONDITIONS**Bidder should read and follow the following instructions.**

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided on the Bidder's Certification Form.
2. **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, standard terms and conditions and special conditions.
3. **NO BID FORM:** In the event you elect not to bid this requirement, respond by returning this form, marking it "NO BID" and the reason therefor. NOTE: To qualify as a respondent, bidder must submit a "BID" or "NO BID" and it must be received no later than the stated bid opening date and time.
4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form, with the total bid amount being read aloud. It is the bidders responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be returned but will be retained in the "BID FILE" unopened. Telephone or telegraphic bids cannot be accepted.
5. **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Orlando Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.
 - a) **TAXES:** The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.
 - b) **POLITICAL SUBDIVISIONS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.
 - c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be a bidder's risk.
 - d) **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 - f) **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Orlando Purchase Order Number.
 - g) **INVOICING and PAYMENT:** The supplier shall be paid in accordance with Florida Statutes, upon submission of invoices to: The Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida 32801. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Orlando Purchase Order Number.
6. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Orlando. Further, all bidders must disclose the name of any City of Orlando employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidders firm or any of its branches.
7. **AWARDS:** As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any all bids or waive any informality or technicality in bids received.
8. **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Orlando, unless loss of damage results from negligence by the City of Orlando or its Departments.
9. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Orlando's Chief Procurement Officer shall be final and binding on both parties. All disputes between the parties shall be resolved in accordance with the City Procurement Code, (Chapter 7 of the City Code).
10. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.
11. **LIABILITY:** The vendor shall hold and save the City of Orlando, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the purchase order or contract which may result from this bid.

NOTE: ANY AND ALL STANDARD OR SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

STANDARD TERMS AND CONDITIONS**1. RECEIPT OF BIDS:**

- a. Bids shall be submitted electronically via Vendorlink to the Procurement and Contracts Division prior to the date and time specified herein. Bids will not be accepted after the designated time and date. It is solely the responsibility of the bidder to ensure timely delivery of their bid submittal.
- b. Each bid shall be submitted electronically and marked with the bid number, title of the bid, and bid opening date and time.

City of Orlando
Procurement and Contracts Division
Attention: David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
C/O Purchasing Agent: **Silvia Coste, CPP, Senior Purchasing Agent**
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

2. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

- a. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation). Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a respondent or potential respondent (or on a respondent or potential respondent's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation. During the prohibited communication period, all contacts and communications regarding the solicitation by a respondent, or potential respondent, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a respondent or potential respondent under the City's Procurement Code.
- b. Any questions by a bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten

(10) days prior to the date set for the receipt of bids. Please see the "Written Question(s) Form" under Forms and Submittals Section of this solicitation. Any interpretation made to prospective bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

- c. It will be the responsibility of the bidder to contact the Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- d. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this Invitation for Bids:

Silvia Coste, CPP, Senior Purchasing Agent

silvia.coste@orlando.gov

City of Orlando

Procurement and Contracts Division

City Hall at One City Commons

400 South Orange Avenue, Fourth Floor

Orlando, Florida 32801

(407) 246-2291

Fax (407) 246-2869

Website: <http://www.cityoforlando.net/procurement/>

3. TERM OF THE CONTRACT:

The term of the contract resulting from the solicitation, shall be for an initial twelve (12) month period. The contract may, by mutual assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. BIDDER'S CERTIFICATION FORM:

Each bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bids. The form must be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a bidder to include this document with their bid submittal will be cause for rejection of the bid.

5. SUBMITTAL OF BIDS:

Bids shall be submitted electronically via vendorlink the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

6. BID INFORMATION:

It is incumbent on the bidder to check the City of Orlando's website at <https://vendorlink.cityoforlando.net> or contact the Procurement and Contracts Division for current bid and award information, prior to and after the scheduled opening date of a solicitation, in accordance with the instructions provided herein, in section entitled, "Invitation for Bids Award Information".

7. EXCEPTIONS TO TERMS AND CONDITIONS:

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

8. SPECIFICATIONS:

- a. The Specifications shown in the Invitation for Bids are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written Specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division by the time set on this solicitation.
- b. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.

Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

- c. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.
- d. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

9. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as

meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

10. DISCOUNTS:

Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

11. ALTERATIONS/CHANGES TO BID PRICE FORM(S):

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

12. ADDENDA:

It is the bidder's responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from the Internet, please ensure that you also download all such Addenda. The failure of a bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

13. "NO BID" RESPONSE FORM:

In the event you elect not to bid on this requirement, please complete and return the "No Bid" form included in this solicitation.

14. OPENING OF BIDS:

Electronic bids will be received in the Procurement and Contracts Division until the due date and time as specified in this Invitation for Bids. Bids will be opened and the total bid amount shall be publicly read aloud immediately following the published due date and time. No responsibility will attach to the City for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

15. BIDDER QUALIFICATION:

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. The City reserves the right to request information or conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

Failure to comply with the established deadline for submittal of required documents may be grounds for disqualification.

16. INSPECTION OF PUBLIC RECORDS:

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246- 2148. You may also email your request to records@orlando.gov . Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

17. IRREGULAR BIDS:

Bids made on other than the documents furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however shall have the authority to waive minor irregularities.

18. UNBALANCED BIDS:

At determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

19. WITHDRAWAL OF BIDS:

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids upon a written request to the City's Chief Procurement Officer.

20. EVALUATION OF BID AWARD:

The City reserves the right to award the bid to the responsive and responsible bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the bidder.

21. AWARD OR REJECTION OF BIDS:

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

- a. The ability, capacity and skill of the bidder to perform the service required.
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
- j. Such other information as may be relevant or secured.

22. SELECTION/REJECTION OF OPTIONS:

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

23. MULTIPLE AWARDS:

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible bidder. In such cases where an award is made to more than one responsive and responsible bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

24. CONTINGENT FEES:

The bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

25. IRREVOCABLE OFFER:

The submission of a bid shall constitute an irrevocable offer to the City by the bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

26. PRICING AND ORDERING:

The City will issue purchase orders directly to the awarded bidder for the purchase of supplies and materials. The awarded bidder shall honor these orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

27. RETURN OF MERCHANDISE:

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the city's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. The supplier is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the vendor and include reference to an applicable Vendor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Vendor Invoice or Packing List.

28. CONTRACT SALES REPORT

The Contractor shall report sales and usage data to the City on an annual basis in Excel spreadsheet format. The following data at a minimum must be reported for each item included on the Price Form that is procured during the reporting period:

- Contract name and number
- Contractor name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Manufacturer name
- Manufacturer part number
- Unit of measure
- Quantity
- Contractor's list price

- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of Contract Sales Reports is the responsibility of the Contractor, without prompting or notification by the City. The Contractor will submit by email the completed Contract Sales Reports to the Purchasing Agent identified in the Contract. The City shall work with the Contractor to develop the approved electronic format and content of the Contract Sales Reports to be used by the Contractor.

Failure to provide Contract Sales Reports, including no sales status, may be grounds for default and /or cancellation of the Contract.

29. FAMILIARITY WITH SITE WORK AND CONDITIONS:

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgment by the bidder that it is familiar with all such conditions. The failure or neglect of a bidder to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its bid.

30. RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

31. ASSIGNMENT:

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

32. FISCAL YEAR FUNDING APPROPRIATION:

a. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

b. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

33. **APPLICABLE LAW AND APPEALS:**

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH_7PRCO or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

34. **WARRANTY:**

Bidder warrants that all equipment, materials and workmanship, whether furnished by bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

35. **CONTRACT AND ACCEPTANCE FORM:**

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful bidder fails to properly execute the Contract and Acceptance Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the bidder of the City's intent to make an award and the bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible bidder or the City's Chief Procurement Officer may decline to make an award. Successful bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

- a. If the bidder is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
- b. If bidder is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.
- c. If the bidder is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.
- d. If bidder is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the bidder's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the bidder. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246-2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the bidder evidencing the City's acceptance of the bid. No award shall be final, and no bidder shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and Acceptance Form will constitute the formal written contract between the City of Orlando and the bidder. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded bidder shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

36. ACCEPTANCE OF MATERIALS/SERVICES:

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

37. CONTRACT ALTERATIONS:

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or the CPO's designee.

38. INDEMNIFICATION:

The awarded bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including

attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

39. INSURANCE:

- a. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.
- c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.
- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its

subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- f. Types of Coverage to be Provided. The awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

(i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation	Statutory
Employer's Liability	\$100,000 each occurrence

(ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage	limit each occurrence

(iii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and
Property damage

\$1,000,000 combined single
limit each occurrence

40. LICENSES:

Unless otherwise extended by the City, the awarded bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

41. AUTHORITY:

The City's Chief Procurement Officer or the CPO's written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

42. PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

43. PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

1. Proper Invoice

For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor, vendor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b. the amount due, applicable discount(s), and the terms thereof;
- c. the full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d. the Purchase Order or contract number as supplied by the City; and
- e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Business and Financial Services Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution

In the event a dispute occurs between a Contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

44. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:**

At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

45. **EQUIPMENT:**

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

46. **TERMINATION FOR CONVENIENCE:**

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies,

services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

47. DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a bid in response to this Invitation for Bids, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

48. AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801 telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

49. PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system. As one of the City of Orlando's valued suppliers, your business may also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program may include:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, The City encourages all vendors to accept the VISA ePayable solution.

50. RECIPROCAL LOCAL PREFERENCE:

In the event the lowest responsive and responsible response to any Invitation for Bids or Request for Proposal is by a vendor whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible vendor having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible vendor has its principal place of business.

51. EMERGENCY SUPPORT:

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

52. SUBCONTRACTORS:

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to insure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

53. BID PRICES:

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

54. GOVERNING LAW / VENUE:

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

55. RECYCLED CONTENT:

In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal,

etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

56. LIVING WAGE POLICY:

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project). "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service Contractor shall allow the City to audit (at service Contractor's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid and Proposal awards for Covered Services, which involve City expenditures that exceed \$100,000.00 per year. More particularly, this provision shall apply to single and multiple award agreements for Covered Services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one contract year. As for multiple award contracts (contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that contract in any one-contract year, regardless of whether such expenditure was to one Contractor or several Contractors, then the living wage provision shall apply to all Contractors who are a party to that award. For those contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the contract term, this provision will be applicable to that contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy. A hard copy of the City's Living Wage Policy is also available at the Procurement and Contracts Division.

57. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or

2. Is engaged in business operations in Cuba or Syria.”

Section 215.473 of the Florida Statutes defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.”

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of Attachment “D”, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

58. ORDER OF PRECEDENCE:

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the vendor's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

59. PATENTS AND COPYRIGHTS:

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

60. TERMINATION FOR DEFAULT:

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

61. TIME OF COMPLETION:

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances

not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

62. CORRECTION OF WORK:

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

63. INFORMATION:

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

64. SAFETY MEASURES:

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

65. EXTRA WORK:

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

66. FAMILIARITY WITH THE WORK:

The Contractor acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any

alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of the contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in the contract.

67. TITLE AND RISK OF LOSS:

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

68. TRADE NAMES:

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

69. FEDERAL, STATE, AND LOCAL RULES / APPROVALS:

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

70. EMPLOYMENT ELIGIBILITY; E-VERIFY SYSTEM

Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall

promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 448.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

71. CLEAN WORK AREA:

The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.

72. MISCELLANEOUS PROVISIONS:

By submitting a bid, the bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

73. NONDISCRIMINATION POLICY:

The following provisions shall be included in all City (and Community Redevelopment Agency and Downtown Development Board) bids, RFP's, and other solicitations for goods and services, and incorporated into all contracts resulting from such solicitations:

Contractor shall:

1. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability,

age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

2. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
3. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

74. AFFILIATED AGENCIES

This solicitation is issued by the City of Orlando on behalf of itself and its affiliated agencies, including but not limited to the Community Redevelopment Agency of the City of Orlando ("CRA"), the Downtown Development Board ("DDB"), and the Downtown South Neighborhood Improvement District ("DSNID") (each an "Affiliated Agency"). Upon the written agreement of the Contractor and an Affiliated Agency (or upon the issuance of a Purchase Order by an Affiliated Entity in circumstances where the City places orders by Purchase Order), Contractor shall provide such goods and/or services set forth in this solicitation to an Affiliated Agency upon the same pricing, terms, and conditions set forth in the Contract between the City and Contractor, unless otherwise

agreed in writing by the Contractor and the Affiliated Agency. Except as may otherwise be expressly provided in the agreement or Purchase Order authorizing the acquisition of the goods or services, (i) the procuring Affiliated Agency shall be solely responsible for all obligations and duties, and shall have all rights of the City, with respect to the goods or services procured by the Affiliated Agency; and (ii) Contractor shall look solely to the procuring Affiliated Agency for payment and the performance of any and all other obligations for goods or services contracted for by a procuring Affiliated Agency. With respect to work performed for an Affiliated Agency, actions may be taken on behalf an Affiliated Agency by the Chief Procurement Officer of the City of Orlando, or his designee(s).

75. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with 218.735 (6) et seq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.



FORMS AND SUBMITTAL DOCUMENTS

**BID PRICE FORM**

Bidder's Name: American Grinding Company, LLC d/b/a American Sidewalk Management

You are invited to Bid on the following: **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs**

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

BID PRICE FORM					
Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1.	40,000	LF	0.25"-2.00" Trip Hazard	\$ 8.95	\$ 358,000.00
2.	1,000	LF	>2" Trip Hazard	\$ 8.95	\$ 8,950.00
3.	10,000	SF	Removal & Replacement Sidewalk	\$ 25.00	\$ 250,000.00

TOTAL BASED BID: \$ 616,950.00

BIDDER INITIALS: JPV

1. FOB Point Destination

2. Discount Payment Terms (if any): 0 %, if paid within 30 days after receipt of invoice.

3. Is your company willing to accept the VISA ePayable solution for payment of all invoices?

☒ Yes ☐ No

4. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award?

☒ Yes ☐ No

Recheck your quotations prior to submission. Bids may not be changed after being opened.

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bids, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

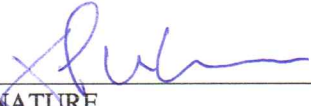
I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

American Grinding Company, LLC
d/b/a American Sidewalk Management

NAME OF BUSINESS

BY: 

SIGNATURE

Joel Van Veen / President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200
MAILING ADDRESS

Grand Rapids, MI 49505
CITY, STATE, ZIP CODE

(888) 556-7344

TELEPHONE NUMBER

(888) 556-7344

FAX NUMBER

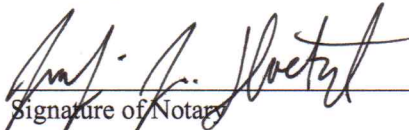
joel@sidewalkmgmt.com

E-MAIL ADDRESS

State of Michigan
County of Kent

Sworn to (or affirmed) and subscribed before me
this 15th day of February, 2023, by

Joel Van Veen
Joel Van Veen


Signature of Notary

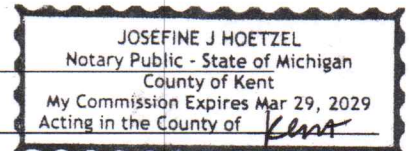
Notary Public, State of Michigan

Personally Known

-OR-

Produced Identification

Type:



Company Tax ID # 45-5068772

(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Comments:

Not applicable as there are no conflicts of interest.

Acknowledged by:

Joel Van Veen

Firm Name:

American Grinding Company, LLC d/b/a American Sidewalk Management

Signature of Authorized Representative:



Name and Title (Print or Type):

Joel Van Veen / President

Date:

February 15, 2023

**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH
SCRUTINIZED COMPANIES**

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

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

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

Joel Van Veen / American Grinding Company, LLC d/b/a

Name of Respondent: American Sidewalk Management

By: 
(Authorized Signature)

Title: President

Date: February 15, 2023

**CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB23-0119, SIDEWALK
INSPECTION, GRINDING, REMOVAL & REPAIRS**

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

Joel Van Veen / President
NAME & TITLE, TYPED OR PRINTED

American Grinding Company, LLC
d/b/a American Sidewalk Management

NAME OF BUSINESS

1425 Coit Ave NE, Suite #200
MAILING ADDRESS

Grand Rapids, MI 49505
CITY, STATE, ZIP CODE

PHONE: (888) 556-7344

FAX: (888) 556-7344

E-MAIL: joel@sidewalkmgmt.com

State of

County of

Sworn to (or affirmed) and subscribed before me
this 15 day of February, 2023 by

Josephine Hoetzel

Signature of Notary

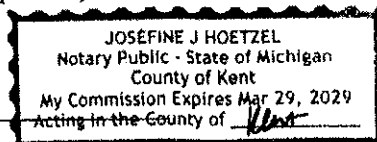
Notary Public, State of

Personally Known (circle if applicable)

-OR-

Produced Identification:

Type of Identification:



FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: ☒ Secondary Supplier: ☐

This contract is for: All Item Numbers: ☒ or Item Numbers: ☐

INITIAL CONTRACT TERM: 7-31-2023 to 7-30-2024

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By:

Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: April 27, 2023

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

Assistant City Attorney
ORLANDO, FLORIDA

Date: April 26, 2023

Procurement and Contracts Division

Page: 52

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

- 1. COMPANY NAME:** American Grinding Company, LLC d/b/a American Sidewalk Management
 Address of Principal Place of Business: 1425 Coit Ave NE Suite #200
 City/State/Zip: Grand Rapids, MI 49505
 Phone: (888) 556-7344 Fax: (888) 556-7344
 Name of primary Contact : Joel Van Veen Email: joel@sidewalkmgmt.com

2. TYPE OF ORGANIZATION:

 Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation X Other: LLC

State of Formation: FL Federal ID # 45-5068772 DUNS # 04-848-1239
 (The City only requires a Federal Tax ID Number, not a Social Security number.)

- 3. EMERGENCY CONTACT PERSON:** Paul Slotsema / Director of Operations
 Phone: (888) 556-7344 Fax: (888) 556-7344 Cell: (888) 556-7344

- 4. INSURANCE COMPANY NAME:** Coldbrook Insurance
 Agent Contact: Craig Renke Phone: (616) 301-6757

5. EXPERIENCE:

- A. Years in business: 11 years
 B. Years in business under this name: 11 years - d/b/a added in 2021
 C. Years performing this type of work: 11 years

- 6. SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N) (Y or N)	VBE Certified?
N/A - No subcontractors will be required to complete work detailed in this bid.			
_____	_____	_____	_____
_____	_____	_____	_____

7. LOCAL SERVICE FACILITY, IF APPLICABLE:A. Name of local service center: Not applicable.

B. Address of local service center: _____

C. County local service center is located in: _____

D. Contact: _____ Telephone number: _____

8. RECYCLED CONTENT:A. Percentage of recycled material contained in the product: 100 %*B. Is your product packaged/shipped in material containing recycled content? Yes X No _____C. Is your product recyclable after it has reached its intended end use? Yes X No _____

* Note that this references the fact that all concrete waste removed as a part of the grinding and R&R process is recycled.

9. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references that shows vendor has 3-years experience in Grinding.

Reference #1:Name: City of Tampa, FloridaAddress: 3804 E 26th Ave, Tampa, FL 33605Telephone No.: (813) 274-8901 Fax No.: _____Contact: Keith GormanE-mail: keith.gorman@tampagov.net**Reference #2:**Name: City of St Cloud, FloridaAddress: 1300 9th St, St Cloud, FL 34769Telephone No.: (407) 957-7347 Fax No.: _____Contact: Scott AdamsE-mail: sladams@stcloud.org**Reference #3:**Name: City of Lakeland, FloridaAddress: 407 Fairway Ave, Lakeland, FL 33801Telephone No.: (863) 834-6000 Fax No.: _____Contact: Michael SlatonE-mail: michael.slaton@lakelandgov.net**Reference #4:**Name: City of Orlando, FloridaAddress: 1030 Woods Ave, Orlando, FL 32805Telephone No.: (407) 246-2370 Fax No.: (407) 246-3613Contact: Howard ElkinE-mail: howard.elkin@cityoforlando.net

WRITTEN QUESTION(S) FORM:

Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bids. This form is provided for your convenience, however, emails to the Purchasing Agent are acceptable.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: IFB23-0119

DATE SUBMITTED: 2/9/23

SOLICITATION TITLE: SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS.

COMPANY NAME: American Grinding Company, LLC d/b/a American Sidewalk Management

ADDRESS: 1425 Coit Ave NE, Suite #200

CITY: Grand Rapids **STATE:** MI **ZIP:** 49505

CONTACT NAME: Joel Van Veen **PHONE:** (888) 556-7344

1. _____

2. _____

3. _____

4. _____

5. _____

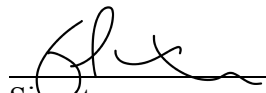
ADDENDUM ACKNOWLEDGMENT FORM:

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>1</u>	Dated <u>1/31/23</u>
Addendum No. <u>2</u>	Dated <u>2/23/23</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

American Grinding Company, LLC d/b/a American Sidewalk Management
Company


Signature

President
Title

**"NO BID" RESPONSE
TO
INVITATON FOR BIDS**

Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

We have received Invitation for Bids No. **IFB23-0119, Sidewalk Inspection, Gridding, Removal & Repairs-** opening at **2:00 p.m., Local Time, City of Orlando, FL, on, March 2 2023.**

Reason for not bidding:_____

BY:

Signature

Name & Title, Typed or Printed

Company Name

BIDDERS EQUIPMENT LIST
Page 11, Section II Item E

Lease/Own	Make	Model	Year	VIN	Description of Vehicles Function
-----------	------	-------	------	-----	----------------------------------

Note: See Attachments A & B for all applicable equipment information.

ATTACHMENT “A”



SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

1. CITY OF ORLANDO CONSTRUCTION CONTRACT BID SPECIFICATIONS MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

Notice of Minority Business Enterprise Requirement

Each Contractor must comply with the requirements, terms and conditions of Chapter 57, Article II and III, of the Code of the City of Orlando, Minority and Women-Owned Business enterprises (MBE/WBE), including the goals for minority and women-owned business participation and the goals for minority and female employment during the performance of this contract. The Contractor commits itself to the goals for minority and women-owned business participation and the goals for minority and female employment contained herein and all other requirements, terms and conditions of these bid conditions and Chapter 57 by submitting a properly signed bid and by executing an affidavit indicating both present and continued compliance with all minority and female requirements for this Contract. This notice is to assist you, however, there may be areas of concern to you which are not covered or which are only partially detailed herein. You, therefore, are encouraged to review Chapter 57 Articles II and III in their entirety.

The Contractor will appoint a company executive to assume responsibility for the implementation of such requirements, terms and conditions; and will provide the name and contact information for the said executive to the Compliance Official.

All Contractors are advised that the CITY specifically reserves the right that if during any fiscal year, bids are being sought by the CITY for a contract to provide supplies, services or construction and that the CITY has not achieved the goals established in accordance with the City Code, the contract may be awarded to the lowest responsible and responsive bidding minority or women-owned business enterprise, as applicable, meeting contract specifications unless it appears that the minority or women-owned business enterprise's bid is unreasonably priced, or if in the judgment of the CITY, the minority or women-owned business enterprise's bid is neither in the best interest of the CITY nor the lowest and best bid. For the purpose of this subsection, an "unreasonable price" is a price above competitive levels which cannot be attributed to the minority or women-owned business enterprise's attempt to cover costs inflated by the present effect of disadvantage or discrimination.

Part I: Goals for Minority Business Enterprise Program

A. It is the policy of the City of Orlando that Minority and Women-Owned Businesses shall have the maximum feasible opportunity to participate in the performance of CITY contracts.

B. The Contractor agrees to use its best efforts to carry out this Minority Business Enterprise Policy through award of subcontracts to Minority and Women-Owned Business Enterprises to the fullest extent consistent with the efficient performance of this Contract. As used in this contract, the term "minority business" is defined as a business firm which is at least 51% owned and controlled by minority group members and which has been officially certified by the CITY as an MBE. The minority ownership must exercise actual day-to-day management and independent control. For the purpose of this definition, minority group members are Black, Hispanic, American Indians, Alaskan Natives, Asian, and Pacific Islanders. As used in this Contract, the term "women-owned business" means a business firm which is at least 51% owned and controlled by women and which has been officially certified by the CITY as a WBE. The women ownership must exercise actual day-to-day management and independent control.

C. Only those companies which are certified, or companies which are certified by programs which have been granted reciprocity by the CITY, may be utilized to meet the goals established by Chapter 57. The Minority Business Enterprise Division Office can supply the Contractor with a list which names all those companies certified by the City. Should a Contractor wish to use a company granted certification through the City's reciprocity program, the Contractor should verify the status of that company with the Compliance Official prior to bid opening. Companies

qualified through the use of reciprocity may only be used when they have been previously approved by the Compliance Official and only if the Contractor has been unable to find a certified company to perform the subcontracted portion of the Contract using the criteria and requirements listed in the Good Faith requirements.

D. The Contractor agrees that at least 18% of the total dollar value of the contract on which the Contractor is bidding shall be subcontracted to Minority Business Enterprises; at least 6% of the total dollar value of the Contract on which the Contractor is bidding shall be subcontracted to Women-Owned Business Enterprises, unless these goals have been adjusted downward by the Compliance Official pursuant to Section 57.16. Such adjustments, if applicable, will be documented to you in the form of an addendum, otherwise the goals are as herein stated.

At least 18% of the Contractor's work force shall be minorities; and at least 6% of the Contractor's work force shall be female or, if such levels are not achieved, the Contractor agrees to provide firm evidence of a good faith effort to meet the percentages, as more fully set forth in Part III below.

E. For the purpose of this program, the term "subcontract" includes all construction, modification, equipment rental, materialmen, and service work, contracted for by the Contractor in the execution of the work under this Contract. Notwithstanding the fact that a Contractor may have the capability to complete the total project with its own work force and without the use of Subcontractors, each Contractor will still be required to take positive efforts to subcontract to minority and women-owned firms a share of the work consistent with the goals or obtain a waiver of such requirement from the CITY Compliance Official.

F. The Contractor should only use those minority or women-owned companies listed by or confirmed in writing through the Minority Business Enterprise Division in order to receive full credit.

G. The successful Contractor shall maintain records showing (a) awards to minority and women-owned businesses; (b) specific efforts to identify and award subcontracts to minority and women-owned businesses, (c) minority and female employment, (d) specific efforts to identify and employ qualified minorities and females, and (e) awards to non-minority and non-women owned businesses.

H. Monthly MBE and WBE utilization status reports shall be submitted to the MBE Division on the CITY's designated B2G Now electronic payment reporting system. The CONTRACTOR will also need to submit the B2G Now Monthly Audit Summary Report and any other affidavits and related documents required to establish compliance with the Minority and Women Business Enterprise program goals for the project with the **CONTRACTOR's Application for Payment**.

I. The MBE Division shall have the right to review and audit records, receipts and documents maintained by the Contractor, upon reasonable notice.

Part II.

Specific Good Faith Efforts for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") Subcontractor Participation

The Contractor will be deemed in compliance with the City of Orlando Minority and Women-Owned Business Enterprise Chapter 57 Ordinance if it meets or exceeds the goals stated in Part I in its subcontracts, agreements and employment levels.

Contractors who fail to achieve their commitments to the goals for minority and women-owned subcontracting participation should demonstrate their good faith efforts by documentation which includes, but is not limited to, the following:

(1) Whether the Contractor, in the case of subcontract goals, at least ten (10) business days prior to the bid opening, provided written notice by electronic mail ("email"), facsimile, certified mail (return receipt request), or hand delivery, to all certified MBE's and WBE's which perform the type of work which the Contractor intends to subcontract, advising the MBE's and WBE's:

- (a) of specific work the Contractor intends to subcontract;
- (b) that their interest in the Contract is being solicited; and
- (c) how to obtain information about review and inspect the Contract plans and specifications.

(2) Whether the Contractor selected economically feasible portions of the work to be performed by MBE's or WBE's including where appropriate, breaking down Contracts or combining elements of work into economically feasible units. The ability of a Contractor to perform the work with its own work force will not in itself excuse a Contractor's failure to meet Contract goals.

(3) Whether the Contractor provided interested MBE's or WBE's assistance in reviewing the Contract plans and specifications.

(4) Whether the Contractor submits all quotations received from MBE's and WBE's, and for those quotations not accepted, an explanation of why the MBE or WBE will not be used during the course of the Contract. Receipt of a lower quotation from a non-MBE/WBE prior to or at the time of bid opening will not in itself excuse a Contractor's failure to meet Contract goals; provided, however, a Contractor's good faith efforts obligation does not require a Contractor to accept a quotation from a MBE/WBE which is an unreasonable price. For the purpose of this subsection an "unreasonable" price is a price above competitive levels which cannot be attributed to the MBE/WBE's attempt to cover costs inflated by the present effect of disadvantage or discrimination.

(5) Whether the Contractor elected to subcontract types of work that match the capabilities of solicited MBE/WBE's.

(6) Whether the Contractor's efforts were merely pro-forma and given all relevant circumstances, could not reasonably be expected to produce sufficient MBE/WBE participation to meet the goals.

(7) Whether the Contractor has provided a list of all MBE/WBE's with whom they negotiated.

(8) Whether the Contractor included at the time of bid opening a list of the Contractor's proposed Subcontractors, on the Letter of Intent form, provided as set forth in Attachment 1; or submitted on company letterhead in substantially the same manner, signed by the Contractor and containing the number of Contract dollars to be awarded to each proposed MBE/WBE subcontractor. A final executed copy of the Letter of Intent, with the MBE/WBE's signature(s), must be provided to the Compliance Official no later than two (2) business days after the bid opening.

In determining the sufficiency of a Good Faith effort, the City may also review (1) whether the MBE or WBE goal was met by other bidders; and (2) whether the Contractor has on other contracts within the past six (6) months utilized MBE/WBE's.

If a Contractor fails to meet the goals as established in this document, the Contractor must provide the previously listed "good faith" information (including the Letter of Intent) at the time that the bids are opened; if the Contractor meets the goals as listed, he must submit a Letter of Intent, signed by an authorized agent of the Contractor, at the time of the bid opening (see paragraph 8 of Part II for further information).

If a Contractor fails to meet the goals as listed herein but has provided good faith documentation as contained in Part II above, the Compliance Official may provide an extension of no more than five (5) business days. At the end of that period the Compliance Official shall once again review the Contractor's efforts to subcontract with MBEs and WBEs to ensure that the Contractor has made a good faith effort to comply.

While no Contractor shall be found to be in non-compliance solely on account of failure to meet the MBE/WBE goals, Contractors which fail to achieve the goals and fail to make good faith efforts to achieve the goals may have their bids rejected as non-responsive, have bid award rescinded or may have other penalties imposed pursuant to Chapter 57.

SUPPLEMENTARY CONDITIONS

2.26.20

The Compliance Official will review the documentation presented by the Contractor for compliance with this document and Chapter 57. Minority Business Enterprise and Women Business Enterprise Subcontractors listed by the Contractor in the Letter of Intent cannot be changed by the Contractor without the prior written approval of the Compliance Official.

Part III.
Specific Good Faith Efforts for Minority and Female Employment

Contractors who fail to achieve their commitments to the goals for minority and female employment must demonstrate their good faith efforts by documentation which includes at least the following:

- 1) Whether the Contractor has attempted to recruit minority or female employees through the use of the media, local hiring pools or other recruitment methods;
- 2) Whether the Contractor has initiated training programs to encourage the use of minority or female employees;
- 3) Whether the Contractor has made use of any local agencies (i.e., Blueprint Employment Office) which promote the placement of minority or female employees;
- 4) Whether the Contractor recruited for positions for which there are qualified minority or female applicants;
- 5) Whether the Contractor offered salaries which are comparable with standard local industry practices.

If the Contractor is unable to meet the employment goals, has properly documented good faith effort, and the Compliance Official determines that the deficiencies are correctable, the Compliance Official shall inform the Contractor as to what actions must be taken to correct the deficiency. The Compliance Official will review the documentation presented by the Contractor for compliance with this document and Chapter 57.

If there is any deviation from the MBE Utilization proposal as noted in the Contractor's submission, such deviation must be justified to the City. All deviations, whether before or after contract award and/or whether before or after commencement of work on the project, shall be reported to and approved by the Compliance Official. Failure to report deviations must be considered an inaccuracy or falsification and may result in a finding that the Contractor is non-responsive and the bid may be rejected or the Contract terminated for that reason.

Contractors are required to execute and submit to the Compliance Official, copies of all ordinance-related sub-agreements within seven (7) days after Contract award, and from time to time, advise the Compliance Official of the status of its compliance with appropriate requirements.

If it is determined by the Compliance Official that a Contractor with the CITY for construction services at any time during the said term of Contract failed to maintain the minority and female employment levels and minority and women-owned business enterprise percentages established pursuant to City Code and set forth herein and also failed to show a good faith effort to maintain said levels and percentages, the Compliance Official shall document the non-compliance and shall attempt to resolve the discrepancy with the Contractor's assistance. If the Contractor fails to correct the violation, the City may then impose appropriate penalties.

The Compliance Official shall designate a Contract Compliance Investigator or the MBE Project Manager to investigate whether a contractor with the City for construction services has at any time during the term of said contract failed to maintain the minority employment levels and minority business enterprise percentages established pursuant to [Section 57.16](#) of City code and also failed to show a good faith effort to maintain said levels and percentages, the Contract Compliance Investigator or the MBE Project Manager shall document the non-compliance and report it to the Compliance Official. If the contractor fails to come into compliance or fails to show a good faith effort to come into compliance within fifteen (15) days in the case of minority employment levels, and within fifteen (15) days in the case of minority business enterprises, the Compliance Official may then

impose appropriate penalties upon the contractor, to include but not be limited to (a) forfeiture of a portion of the retainage withheld pursuant to the contract, commensurate with the extent of the violation, (b) withhold MBE approval memorandum for failure to comply, and (c) M/WBE de-certification. The Compliance Official may in his discretion refer the contractor to the Chief Procurement Officer for debarment from submitting future bids to the City for a period of one (1) year.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

Note: Not applicable as American Grinding Company, LLC will self-perform all work.

2. RESPONSIBLE CONTRACTOR'S POLICIES/DAVIS-BACON PAY RATE AND CLASSIFICATION

The wage rates set forth in the applicable Wage Determination General Decision for Orange County, Florida, identified in the Invitation for Bid, shall be the minimum hourly wage for the stated job classification to be paid to workers on this Project. However, no CONTRACTOR or Subcontractor's worker shall be paid at a rate less than the Living Wage of \$15.00 per hour. The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor's Policies set forth in the Supplementary Conditions as Attachment 2 at CITY designated locations on the Project site.

3. SOCIAL SECURITY NUMBER COLLECTION

Pursuant to Section 119.071(5) of Florida law, the City is required to provide notification in writing of the purposes for which an individual's social security number is collected. The City collects social security numbers for the following purposes: identification and verification; tracking, employment verification and auditing. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

4. E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract.

Note: See Attachment A

LETTER OF INTENT

[*Instructions* Contractor shall place the following, in substantially the same form as provided below on their letterhead. In the event a Contractor fails to meet the MBE/WBE percentage goals and minority and female workforce as required by the attached documents, the Contractor shall complete and submit this Letter of Intent AT BID OPENING and shall provide evidence of a good faith effort as required by the "City of Orlando Construction Contract Bid Specifications Minority and Women-Owned Enterprise Participation, and Minority and Female Workforce percentages". Once the bids are opened, the Letter of Intent must be signed by the MBE/WBEs and returned to the Minority Business Enterprise Division no later than two days after bid opening.]

Dear Compliance Official:

I _____ have entered into an agreement(s) with the following Minority
(Name of Contractor)
and/or Women-Owned Business Enterprise(s) to do the following work for the listed, total contract amounts.

- 1) _____
(MBE/WBE)

(Scope of Work)

(Subcontract Price)

(NOTE: Extend list for additional MBE/WBE(s) as needed)

The total percentage of the Contract being performed by MBEs _____ %
The total percentage of the Contract being performed by WBEs _____ %

The total dollar amount of contracts being performed by MBEs \$ _____
The total dollar amount of contracts being performed by WBEs \$ _____

The total percentage of the workforce or employment being performed by minorities _____ %
The total percentage of the workforce or employment being performed by females _____ %

I understand that I shall not be allowed to substitute or change MBE/WBE Subcontractors nor their scope of work nor the percentage of work performed by them, without the express prior approval of the Compliance Official.

[] **I was unable to meet the MBE and/or WBE goals on the project. My "good faith" effort documentation is attached to this letter.**

Authorized Agent of Contractor (must be signed)

Date

Authorized Agent of MBE/WBE
(must be signed within two (2) days after bid opening)

Date

SUPPLEMENTARY CONDITIONS
10/21/19

LIVING WAGE AND RESPONSIBLE CONTRACTOR'S POLICIES

The following City policies are applicable to this construction Project:

- (1) CONTRACTOR, as well as its Subcontractors at all tiers, shall pay to all of their employees providing services pursuant to a contract with the CITY, a living wage for the time spent providing services to the CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision and the CONTRACTOR shall allow the CITY to audit (at CONTRACTOR's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future CITY contracts at the sole option of the CITY.
- (2) The CONTRACTOR, when paying its workers on this Project, shall pay such workers an hourly wage, based on classification for the Orlando region established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5) (hereinafter "hourly wage").
- (3) The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor's Policies at designated locations on the Project site as required by the Contract Documents.

DATE: 1/31/2023

TO: All Bidders

FROM: Silvia Coste, CPP, Senior Purchasing Agent
Procurement and Contracts Division

SUBJECT: Sidewalk Inspection, Grinding, Removal & Repairs.
Transmittal of Addendum Number One (1)
IFB23-0119

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. WRITTEN QUESTION RECEIVED AND ANSWER:

Question No. One (1):

Regarding the project out for bid IFB23-0119; SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS, page 7 (Submittal Check List) shows a requirement of “FDOT Qualification in Intermediate Maintenance [sic] of Traffic Control.” However, according to the FDOT Prequalification Work Classes (please see attached) Intermediate Maintenance of Traffic Control is not one of them.

Answer No. One (1):

As stated on page 11 G. and page **page 13 J., the Contractor** shall have a certified Florida Department of Transportation Intermediate Maintenance of Traffic (M.O.T.) Control person.

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date for questions by respondents as specified on Section 00030-1 of the Invitation to Bid will not be given any consideration. Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

PROCUREMENT AND CONTRACTS DIVISION

SIGNATURE PAGE

Bidders are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with their Bid. Failure to do so may subject the Bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

American Grinding Company, LLC d/b/a American Sidewalk Management

NAME OF BUSINESS

BY:



February 15, 2023

SIGNATURE/DATE

Joel Van Veen / President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITIES, STATE, ZIP CODE

(888) 556-7344 / (888) 556-7344

AREA CODE WITH TELEPHONE and FAX NUMBERS

DATE: February 23, 2023

TO: All Bidders

FROM: Silvia Coste, CPP, Senior Purchasing Agent
Procurement and Contracts Division

SUBJECT: Sidewalk Inspection, Grinding, Removal & Repairs.
Transmittal of Addendum Number Two (2)
IFB23-0119

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. BID BOND FORM:

For your convenience a Bid Bond Form is being provided. However, your surety company should be able to provide their own standard form. See ATTACHMENT "A" BID BOND FORM from this addendum.

B. WRITTEN QUESTION RECEIVED AND ANSWER:

Question No. One (1):

Is a Performance & Payment Bond Required? VendorLink states that a Performance & Payment Bond is not require that only a Bid Bond is required.

Answer No. One (1):

No, a Performance and Payment bond is not required for your total base bid at bid time. A Performance and Payment Bond will only be required if an individual job is \$200,000.00 or over. Yes, a 10% Bid Bond is required at Bid Opening of your total Base bid.

Question No. Two (2):

On page 11 under Item I - General, A, the specifications state that the minimum grinding rate is to be no less than 500 linear feet per day and have an average of 250 to 350 linear feet per day. Is the required average also supposed to be 500+ linear feet per day to match the minimum grinding rate?

Answer No. Two (2):

The minimum grinding rate is 500 linear feet per day." delete the statement "average 250 to 350 linear feet per day.

Question No. Three (3):

If a certified check is used to meet the bid bond requirement, how should that be submitted to the City? This is a question due to the requirement to submit bid responses electronically. If a

PROCUREMENT AND CONTRACTS DIVISION

certified check needs to be mailed, please provide instructions on how it should be sent, where it should be sent to, and any further information necessary for submission.

Answer No. Three (3):

If a certified check is being used to satisfy the 10% Bid Bond, please submit a copy of the check with your bid response. The original check can be delivered by hand or mail. The delivery location is: City Hall/ Procurement and Contracts Division 4th Floor, ATT: Silvia Coste, 400 South Orange Ave., Orlando, F 32801. Please reference the project name and number.

Question No. Four (4):

For use of proprietary equipment that is exempt from disclosure does the City of Orlando have a form that should be used or should it simply be identified as such in the bid submission?

Answer No. Four (4):

Please identify this equipment separately marked proprietary and confidential, also include the law language that exempt this from becoming public records.

Question No. Five (5):

If a non-MBE/WBE company plans to self-perform all work (and no subcontractors are expected to be used), how should the Letter of Intent in the 'Supplementary Conditions' be completed?

Answer No. Five (5):

Please refer to your bid documents under the **Supplementary Conditions: Specific Good Faith Efforts for MBE & WBE Part II (2):**

Whether the Contractor selected economically feasible portions of the work to be performed by MBE's or WBE's including where appropriate, breaking down Contracts or combining elements of work into economically feasible units. The ability of a Contractor to perform the work with its own work force will not in itself excuse a Contractor's failure to meet Contract goals.

All bidders should make an effort to achieve the MBE & WBE program goals by selecting MBE & WBE firms for subcontracting opportunities. Please refer the bid documents page 28: #20--

Evaluation of Bid Award.

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date for questions by respondents as specified on Section 00030-1 of the Invitation to Bid will not be given any consideration. Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

SIGNATURE PAGE

Bidders are asked to acknowledge receipt of this Addendum Number Two (2), by completing the information requested below and submitting this information with their Bid. Failure to do so may subject the Bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

American Grinding Company, LLC d/b/a American Sidewalk Management

NAME OF BUSINESS

BY: 

February 27, 2023

SIGNATURE/DATE

Joel Van Veen, President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITIES, STATE, ZIP CODE

(888) 556-7344 / (888) 556-7344

AREA CODE WITH TELEPHONE and FAX NUMBERS

ATTACHMENT “A”



BID BOND FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Orlando, Florida, hereinafter called the CITY in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20____, for the construction of _____.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the contract documents, and shall within fifteen (15) calendar days after receipt of the Notice of Award enter into a written contract with the CITY in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into said contract, or failure to give such bonds within the time specified, if the Principal shall within twenty (20) days after request by the CITY pay to the CITY the difference between the amount specified in said bid and the amount for which the CITY may procure the required work if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the CITY is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Note: Please see a copy of the Cashier's Check used to satisfy the Bid Bond requirement included in Attachment A.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals
this _____ day of _____, 20____.

WITNESS:
(if individual or partnership)

(signature)

(Print Name)

PRINCIPAL

By: _____
(signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(signature)

Name: _____

Title: _____

(Corporate Seal)

SURETY

By: _____
(signature)

Name: _____

Title: _____

(Surety Seal)

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety

Any claims under this bond may be addressed to:

Name of Surety

Mailing Address

Street Address

Telephone number of Surety
and agent or representative
in Florida

_() _____

_() _____

**AMERICAN GRINDING COMPANY, LLC
D/B/A AMERICAN SIDEWALK MANAGEMENT**

ATTACHMENT A

**SUPPORTING INFORMATION FOR THE CITY OF
ORLANDO IFB23-0119, SIDEWALK INSPECTION,
GRINDING, REMOVAL & REPAIRS**

1. COMPANY INTRODUCTION

American Grinding Company (AGC) d/b/a American Sidewalk Management specializes in sidewalk trip hazard removal utilizing our state-of-the-art equipment. Since 2012, we have provided sidewalk trip hazard removal services for over 100 cities across the United States in Florida, Georgia, North Carolina, South Carolina, Texas, Indiana, Ohio, and Michigan.

Using our equipment, all trip hazards removed meet the change of gradient and slip-resistance standards for pedestrian surfaces as required by the Americans with Disabilities Act (ADA) which increases access for mobility-impaired residents, and the Occupations Safety and Health Administration (OSHA).

We have worked with the City of Orlando since 2014 and during that time have provided the city with excellent service and the most efficient and effective option for sidewalk trip hazard removal. Additionally, we have a proven ability to complete projects of this size, which our references and the City of Orlando can attest to.

2. WHY UTILIZE AGC FOR SIDEWALK TRIP HAZARD REMOVAL

- AGC has demonstrated experience in completing trip hazard removal work of any project size. In 2022 alone, we removed over 100,000 linear feet of trip hazards from the sidewalks in Orlando, Florida.
- We have a proven ability to remove, on average, 500+ linear feet of trip hazards per day.
- We provide a service package that includes but is not limited to grinding, cutting, removal and replacement, and surveying.
- Demonstrated ability to meet the trip hazard location documentation requirements (sub-meter accurate GPS coordinates and all other relevant information) for all locations where work is completed.
- Modern and well-maintained equipment is utilized at all times. All equipment is considered state of the art in terms of speed, efficiency, environmental care, and quality of finished product.
- AGC has a perfect safety record.
- Experienced staff members (**min 2 on-site at all times**) who understand the requirements for working in public places. By having a minimum of 2 crew members on-site, AGC ensures that pedestrian safety is of the utmost importance and has a clear line of sight in **BOTH** directions to cease operations if a pedestrian approaches the work-site. AGC's crews fully understand the importance of treating the public in a civil manner and carry out their duties at all times with as little inconvenience and disturbance to others as possible. Should problems occur, they are immediately relayed to the Director of Operations and a resolution sorted out amicably. In each city we work in, the great majority of the public are enthused that we are proactively working to make sidewalks safe.
- Our proprietary vacuum system ensures that all waste is collected efficiently and removed from the worksite in a manner that has no detrimental environmental or safety consequences. Our equipment is also fitted with a heavy-duty dust extractor, which removes airborne dust during the trip hazard removal process.
- No portable vacuum systems (ie: shop vacuums, etc) are used as a part of our process as they are not powerful enough to effectively contain OSHA recognized, hazardous airborne silica dust generated by concrete grinding.
- 100% of our concrete waste removed during the trip hazard removal process is recycled.
- Our process is completely water free.
- No subcontractors are used as a part of our process.
- Trip hazards are removed without damage or visible markings to adjacent sidewalk slabs and are removed to a zero-point differential between adjacent slabs. Once a trip hazard is removed, the resulting surface is not rounded or concave, but is uniform in both appearance and texture.

- Consistency of quality for removed trip hazards is ensured by a combination of 100% auditing of each and every trip hazard removed as well as by accurate level measurements taken on-site utilizing state of the art digital levels and relating the pitch/inclination of the finished product with contract requirements.
- Our noise minimizing equipment has been measured at 73 decibels at 10 ft.

3. EQUIPMENT

*** See Attachment B for information on **CONFIDENTIAL** equipment ***

Modern and well-maintained commercial grade equipment is utilized at all times. All equipment is owned by AGC and is considered state of the art in terms of speed, efficiency, environmental care, and quality of finished product. AGC has multiple pieces of equipment and crews. As a result, we can utilize additional equipment as necessary to ensure production goals are met.

In addition to the CONFIDENTIAL equipment listed in Attachment B, our equipment consists of;

- 1) 2017 Dodge Ram 2500 Pickup Truck for transport of crew & trailer.
 - a. Owned by AGC, VIN 1FTNF20578EC13943
- 2) 2022 Cargo-Mate Enclosed Trailer for transport of equipment.
 - a. Owned by AGC, VIN 3C6TR4CT7HG771117
- 3) iPad & Trimble GNSS R1 Receiver to collect data points with sub-meter accuracy
- 4) M-D 92346 Smart Tool Digital Inclinometer
- 5) Hammerhead HLLT10 Digital Level
- 6) Digital height measuring tool
- 7) Additional owned equipment includes:
 - a. Safety items; vests, cones, and MOT signage as necessary
 - b. Broom and bucket to clean up any excess concrete waste
 - c. 20-gallon buckets to transport concrete waste to recycling facility

4. REFERENCES

The below references can verify work of a similar nature completed by American Grinding Company. Contacts listed as a part of current contracts noted above can be used as additional references.

- 1) Project: City of Myrtle Beach, South Carolina
Contact: Eric Norris
enorris@cityofmyrtlebeach.com
(843) 918-2000
- 2) Project: City of Lakeland, Florida
Contact: Michael Slaton
Michael.Slaton@lakelandgov.net
(863) 834-6000
- 3) Project: City of St Cloud, Florida
Contact: Scott Adams
sladams@stcloud.org
(407) 957-7347
- 4) Project: City of Tampa, Florida
Contact: Keith Gorman
keith.gorman@tampagov.net
(813) 274-8901
- 5) Project: City of Orlando, Florida
Contact: Howard Elkin
Howard.elkin@cityoforlando.net
(407) 246-2370

5. KEY PERSONNEL & QUALIFICATIONS

1) Joel Van Veen – President

Joel started American Grinding Company in 2012. With a background in finance and sales, Joel has worked diligently for the last 10 years to help cities make their sidewalks safe and ADA/OSHA compliant.

2) Paul Slotsema – Director of Operations

Paul joined American Grinding Company in 2013 as the Director of Operations. He oversees planning, project management, and quality control of over 300,000+ linear feet of trip hazard removal each year. Before joining AGC Paul spent 10 years with Cummins working in engineering, operations, and project management.

3) Jonathan Neeley – Business Development

Jonathan joined American Grinding Company in 2017. Before joining AGC, Jonathan spent 20+ years in sales working with government agencies throughout Florida and the Southeast United States.

6. SUPPLEMENTARY CONDITIONS

Company Executive appointed: Joel Van Veen / (888) 556-7344

Good Faith Documentation:

American Grinding Company, LLC will self-perform all work related to this IFB. As noted in Attachments A & B our process and equipment are proprietary to our company. Our employee training is an extremely specialized program requiring 8 weeks to learn to operate our equipment proficiently. Additionally, as our equipment is proprietary to American Grinding Company, LLC it, therefore, cannot be reasonably be expected to be subcontracted out.

Note that 45% of American Grinding Company's workforce are minorities and 9% are female.

Additionally, note that all employees are paid a wage that meets or exceeds the requirements outlined in this IFB.

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. American Grinding Company, LLC	
	2 Business name/disregarded entity name, if different from above American Sidewalk Management	
	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) ► S 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. 1425 Coit Ave NE, Ste #200 6 City, state, and ZIP code Grand Rapids, MI 49505 7 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	5		-	5	0	6	8	7 7 2

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 ► February 15, 2023
------------------	---	---------------------------------

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.

CERTIFICATE OF COMPLETION

PAUL SLOTSEMA

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

Training Provider:

myTTConline myTTOnline
83 Geneva Dr. Ste. 621394
Oviedo FL 32762
Phone: 407-901-0206

Verify this Certificate by visiting www.motadmin.com

03/11/2022

Issue Date

03/11/2026

Expiration Date

J. O

Instructor

83032

Certificate No.



CASHIER'S CHECK



Remitter: AMERICAN GRINDING COMPANY, LLC

Date

02/28/2023

Void after 7 years

9179215975

25-3
440

Pay To The CITY OF ORLANDO
Order Of:

Pay: EIGHTY THOUSAND
DOLLARS AND 00 CENTS

\$** 80,000.00 **

Do not write outside this box

Memo:

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Rebecca Griffin, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈9179215975⑈ ⑆044000037⑆ 758661326⑈

Note: Copy of cashier's check for use as Bid Bond. Originally check sent via FedEx to the location noted in Addendum #2.

**AMERICAN GRINDING COMPANY, LLC
D/B/A AMERICAN SIDEWALK MANAGEMENT**

ATTACHMENT B

**EQUIPMENT SPECIFICATIONS FOR CITY OF ORLANDO
IFB23-0119, SIDEWALK INSPECTION, GRINDING,
REMOVAL & REPAIRS**

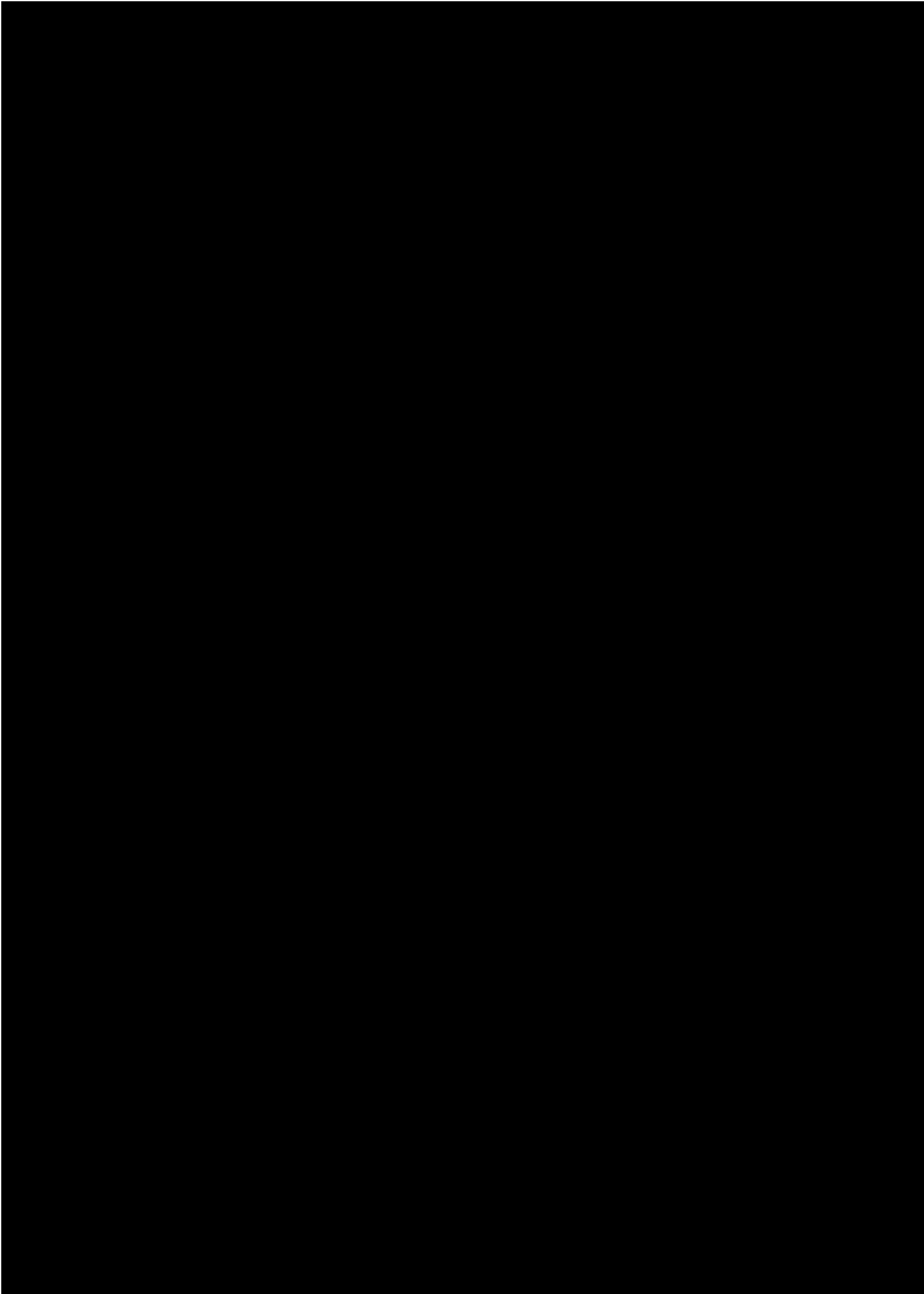
CONFIDENTIAL / TRADE SECRET

The information contained in this document is

REDACTED, EXEMPT FROM PUBLIC DISCLOSURE

as defined by Florida statute 815.045. Trade secrets as defined by Section 812.081, ES, and pursuant to Section 815.045, ES trade secret information is "...expressly made confidential and exempt from public records law because it is a felony to disclose such records".

****CONFIDENTIAL/TRADE SECRET****



ATTACHMENT #2

Sidewalk Inspection, Grinding, Removal and Repairs

Amendment No.: TWO
IFB23-0119

**AMENDMENT NUMBER TWO TO
AGREEMENT DATED JULY, 31, 2023
BETWEEN CITY OF ORLANDO AND
AMERICAN GRINDING COMPANY LLC**

THIS AMENDMENT TO AGREEMENT is made and entered into this 15th day of May, 2025, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and AMERICAN GRINDING COMPANY LLC, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into an Agreement ("the Agreement") under the date of July, 31, 2023 whereby the latter would perform certain services with respect to (SIDEWALK INSPECTION, GRINDING, REMOVAL AND REPAIRS); and

WHEREAS, the parties amended the Agreement by date of July, 31, 2024 (Amendment 1); and

WHEREAS, the City and the Contractor desire to amend the scope of services of said Agreement;

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

I. TERM OF AGREEMENT

The Term of the Agreement is hereby renewed from July, 31, 2025 to July, 30, 2026, with the price increase as seen in Exhibit "A"

II. HUMAN TRAFFICKING AFFIDAVIT

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit attached hereto as **Attachment 1**.

III. SCRUTINIZED COMPANY PROHIBITION

Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not

ATTACHMENT #2

Sidewalk Inspection, Grinding, Removal and Repairs

Amendment No.: TWO
IFB23-0119

on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract, if applicable. The City may terminate the Contract pursuant to Section 287.135(3)(a) of the Florida Statutes if Contractor is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.

IV. ENTITIES OF FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

Contractor shall, in the form attached hereto as **Attachment 2**, provide the City with an affidavit signed by an officer or other authorized representative of Contractor under penalty of perjury attesting that Contractor is not owned by the government of a foreign country of concern (as defined in Section 287.138(1)(c) of the Florida Statutes), that the government of a foreign country of concern does not have a controlling interest in Contractor, and that Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Additionally, Contractor shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

V. E-VERIFY

Contractor represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the contract. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and Contractor must maintain a copy of such affidavit for the duration of the contract. The contract is otherwise subject to the terms, conditions, provisions, and requirements of Section 448.095 of the Florida Statutes.

In all other respects, and except as specifically modified and amended herein and as previously amended, the Agreement shall continue in full force and effect as written and the

ATTACHMENT #2

Sidewalk Inspection, Grinding, Removal and Repairs

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parties hereto agree to be bound thereby.

ATTACHMENT #2

Sidewalk Inspection, Grinding, Removal and Repairs

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IFB23-0119

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT & CONTRACTS DIVISION
City of Orlando, Florida

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: [Signature]
Chief Procurement Officer

Date: May 15, 2025

David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

[Signature]
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Date: May 20, 2025

CONTRACTOR

By: [Signature]
Signature

Joel Van Veen / President

Name & Title, Typed or Printed

American Grinding Company, LLC d/b/a American Sidewalk Management

Name of Company, Corp., etc.

1408 Hall St SE

Mailing Address

Grand Rapids, MI 49506

City, State and Zip

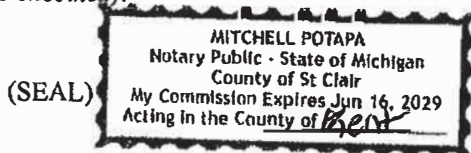
(888) 556-7344

Area Code/Telephone Number

STATE OF ~~FLORIDA~~ Michigan

COUNTY OF St. Clair

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of April, 2025, by Joel Van Veen, (name of person) as President (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for American Grinding Company, LLC (name of entity/party on behalf of whom instrument was executed).



[Signature]
Signature of Notary Public State of ~~Florida~~ Michigan
Print, Type, or Stamp Notary Name: Mitchell Potapa

☐ Personally Known or ☒ Produced Identification
Type of Identification Produced MI Drivers License

ATTACHMENT #2

Sidewalk Inspection, Grinding, Removal and Repairs

**Amendment No.: TWO
IFB23-0119**

ATTACHMENT 1

HUMAN TRAFFICKING AFFIDAVIT

ATTACHMENT #2

Sidewalk Inspection, Grinding, Removal and Repairs

Amendment No.: TWO
IFB23-0119

Attachment 1 Human Trafficking Affidavit

Instruction: "Vendor", defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando ("City"), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
- B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: American Grinding Company, LLC d/b/a American Sidewalk Management

Authorized Signature: _____

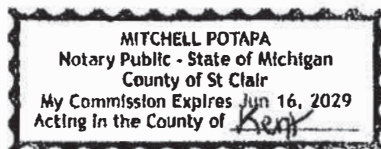
Date: 4/22/25

Printed Name: Joel Van Veen

Title: President

STATE OF Michigan
COUNTY OF St. Clair

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of April, 2025, by Joel Vanveen, as President on behalf of the company/corporation. They ☐ are personally known to me or ☒ have produced ME Drivers license as identification.



Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: 6/16/29

ATTACHMENT #2

Sidewalk Inspection, Grinding, Removal and Repairs

Amendment No.: TWO
IFB23-0119

Attachment 2

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

AMERICAN GRINDING COMPANY LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Joel Van Veen

Title: President

Signature: 

Date: 4/22/25

ATTACHMENT #2

Sidewalk Inspection, Grinding, Removal and Repairs

**Amendment No.: TWO
IFB23-0119**

EXHIBIT A

PRICE INCREASE REQUEST

ATTACHMENT #2

AMERICAN SIDEWALK MANAGEMENT

April 15, 2025

Procurement and Contracts Division
City of Orlando
400 South Orange Avenue, 4th Floor
Orlando, FL
32801

RE: Renewal of Contract 'IFB23-0119: Sidewalk Inspection, Grinding, Removal & Repairs'

To whom it may concern:

I am writing to request a price adjustment for the renewal of the contract 'IFB23-0119: Sidewalk Inspection, Grinding, Removal & Repairs'. As detailed in 'Section 53 – Bid Prices' of the contract, I am requesting a price increase of 3.0% for trip hazard removal (Items #1 & #2) and 8.0% for the removal & replacement of sidewalk (Item #3) due to increased material and labor costs.

The increases in unit prices as detailed in the chart below.

Description	Current Unit Price	Updated Unit Price
Item 1: 0.25" - 2.00" Trip Hazard	\$9.26	\$9.54
Item 2: > 2.00" Trip Hazard	\$9.26	\$9.54
Item 3: Removal & Replacement Sidewalk	\$25.88	\$27.95

Thank you for your consideration.

Regards,



Joel Van Veen
President
American Grinding Company, LLC d/b/a American Sidewalk Management

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MOUNT
DORA AND AMERICAN GRINDING COMPANY, LLC d/b/a
AMERICAN SIDEWALK MANAGEMENT**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered effective November 4, 2025, between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and American Grinding Company, LLC dba American Sidewalk Management, 1425 Coit Avenue NE, Suite #200, Grand Rapids, Michigan 49505, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an Agreement on April 2, 2024, for Sidewalk Inspection, Grinding, Removal & Repairs (the “Agreement”); and,

WHEREAS, the CITY and CONTRACTOR entered into First Amendment, extending the Agreement through March 19, 2025, and adjusting the pricing terms; and

WHEREAS, the CITY and CONTRACTOR desire to further extend the agreement for an additional twelve (12) month period.

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

SECTION 1. **TERM.**

The term of this Second Amendment to Agreement shall be effective November 4, 2025, and extend through November 4, 2026, which is the second of four available extensions under the Agreement.

SECTION 2. **CONTRACT PROVISIONS.**

The CITY and CONTRACTOR agree that in all other respects and except as specifically modified and amended herein, the Agreement dated April 2, 2024, shall continue in full force and effect as written and the parties agree to be bound thereby. All prior actions of the parties taken under the Agreement entered into on or about April 2, 2024 are hereby ratified.

[Signature Pages to Follow]

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 of the City of Mount Dora,
Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Patrick Brackins
City Attorney

**American Grinding Company, LLC dba
American Sidewalk Management**

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2025.

(stamp)

NOTARY PUBLIC

American Grinding Company, LLC dba
American Sidewalk Management



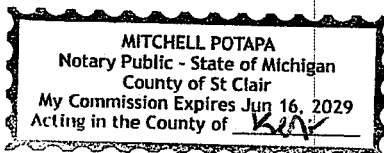
Print: Joel Van Veen

Title: President

Michigan
STATE OF ~~FLORIDA~~
COUNTY OF Kent

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Joel Van Veen, as President of American Grinding Company, LLC who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced Michigan Driver's License as identification, and who did/did not take an oath this 31st day of October, 2025.

(stamp)




NOTARY PUBLIC



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

DATE: November 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval for the City of Mount Dora Urban Forestry to Submit a Grant Application to the Florida Department of Agriculture and Consumer Services

Introduction:

This is a request for Council to authorize the City to submit a grant application to the Florida Department of Agriculture and Consumer Services.

Discussion:

The City of Mount Dora Urban Forestry program recognized the opportunity to submit a grant application for installing trees. The funding will be provided by the Florida Department of Agriculture and Consumer Services — Urban and Community Forestry — Inflation Reduction Act Grant. This Grant award amount is up to \$50,000 and requires a 3-year maintenance plan. The City will use the grant funds for installing new trees on Donnelly Street at 3 separate locations. Area 1 will be the Donnelly Street entrance into the City coming from US Highway 441 just past the entrance signs. Area 2 will be within the brick median strips in the center of Donnelly Street, and Area 3 will be for replacement trees in Donnelly Park.

Budget Impact:

There will be no impact of additional funding required to support this grant.

Strategic Impact:

This item aligns with Mount Dora Strategic Plan Strategic Initiative 2: Beautify Mount Dora. Goal 4. Promote urban greening throughout the City with special focus on corridors, parks, open spaces, and gateways.

Objective 4.1—Promote an Urban Forest in Mount Dora by planting a minimum of 50 trees per year through the end of 2030 using the Right Tree, Right Place program.

Objective 4.4—Add plantings and irrigation system at the Mount Dora gateways and major corridors and arrange for maintenance and watering of the new planting and ground covering.

Recommendation:

Council approval to move forward with the submission of the grant application.

Attachment(s):

1. Attachment #1 FINAL NOFFA 25 Urban Community Forestry Inflation Reduction Act (1)
2. Attachment #2 Urban Forestry Donnelly St Grant Submittal Info

Prepared by: vedderl vedderl, Administrative Assistant

Reviewed by:

Mark Miller,

Steve Langley, Assistant City Manager-Electric Utility Director

Jennifer Gates, Accounting Manager

Matthew Dodson, Budget Officer

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 10/21/2025

Approved - 10/21/2025

Approved - 10/21/2025

Approved - 10/22/2025

Approved - 10/29/2025

Approved - 10/29/2025

Final Approval - 10/29/2025

ATTACHMENT #1



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

NOTICE OF FEDERAL FINANCIAL ASSISTANCE FUNDING OPPORTUNITY REQUEST FOR APPLICATIONS

2 CFR 200

Funding Opportunity Number 23-DG-11083112-500

I. Overview

Recipient: Florida Department of Agriculture and Consumer Services (FDACS)

Funding Opportunity Title: Urban and Community Forestry - Inflation Reduction Act Grant

Announcement Type: Request For Applications

Funding Opportunity Number: 23-DG-11083112-500

Catalog of Federal Domestic Assistance (CFDA) Number: 10.727

Federal Agency Name: USDA Forest Service

The information requested is pursuant to 2 CFR 200 and the federal awarding agency statutory authority.

II. Federal Financial Assistance Funding Opportunity Description

Applicants are encouraged to fully read and comply with all requirements contained in this Request For Applications. Failure to provide all required forms, information and documentation, could result in rejection of the application as non-responsive.

The purpose of Florida's Urban and Community Forestry- Inflation Reduction Act (UCF-IRA) Grant Program is to provide financial assistance to local governments, Native American tribal governments, volunteer groups, nonprofit organizations, and educational institutions to initiate or enhance local urban and community forestry programs and improve the urban environment within the state of Florida. This will be accomplished by providing funding to generate and maintain healthy urban forests in disadvantaged communities. The state of Florida anticipates an allocation of \$1,795,000 to applicants through this funding opportunity.

The primary purpose of the Urban and Community Forestry - Inflation Reduction Act Grant Program is to promote better urban forest management and provide resources necessary for the retention and expansion of community tree canopy throughout the State of Florida. Trees are a vital component of urban infrastructure, but trees must be properly managed to maximize the benefits they provide to the community. By properly managing their urban forest, communities can increase property values, tourism appeal, and the physical and mental health of residents, while reducing storm water runoff, energy consumption, and air and water pollution. Community forest management also

ATTACHMENT #1

helps to identify public safety hazards to residents and structures and is a useful tool in storm preparation. Local community leaders and the public should learn more about how their urban trees benefit their community, from an economic, social, and environmental standpoint. They also should learn about proper species selection, planting, and care for trees to minimize future maintenance problems and how to utilize green infrastructure to reduce storm water runoff.

The maximum grant allocation is \$50,000 for each category and each applicant. Practices may be implemented on county or municipally owned lands, including parks or natural areas, as well as highway and street rights-of-way not maintained by the Federal government. Funds will be allocated to regions with priority given to fiscally distressed communities.

The FDACS, Florida Forest Service (FFS) is requesting applications for federal financial assistance to:

- Plant trees in public areas for the purpose of increasing access to tree canopy for the many environmental benefits that the urban forest can provide.
- Conduct maintenance operations for public trees including, but not limited to, pruning to reduce hazards, removal of hazardous trees, or improving site conditions to enhance tree longevity.
- Eligible projects include those emphasizing urban wood utilization, urban food forests, workforce development, and extreme heat mitigation.

There are 2 categories for this funding opportunity:

1. Tree Planting
2. Urban Forest Maintenance

Tree Planting:

- These projects will conduct tree planting initiatives in areas identified in a community as lacking tree canopy. To demonstrate this need, applicants should refer to a local urban tree canopy assessment, the statewide urban tree canopy assessment <https://pg-cloud.com/FloridaCanopy/> or other similar tools. All plantings in this category are required to follow the planting requirements listed later in this section.
- As part of the scope of work, applicants must include a significant component of community engagement. Examples include surveys to guide species selections, volunteer planting or maintenance days, or door-to-door communication approaches that enable community members near the tree planting project to be engaged throughout the process. In addition, part of this community engagement should include sharing information with residents on how the applicant plans to maintain the newly planted trees to best provide benefit to the community. Language access should also be considered as part of this community engagement to ensure equal access for residents to participate in projects funded by this grant.
- Additional points will be awarded to applicants showing significant partner engagement between the applicant and other local entities to produce greater community support. Only one entity should apply for each project.

ATTACHMENT #1

- A portion (no more than 30%) of grant funds awarded could be utilized to improve site conditions to better support the growth of new trees to maturity. One example would be removing sidewalk to reduce conflict between roots and pavement.
- Eligible projects in this category include urban food forest creation and workforce development.

Urban Forest Maintenance:

- These projects can include any maintenance activity necessary to reduce risk and enhance longevity of public trees in an area identified as needing improved tree canopy maintenance efforts as demonstrated by the applicant.
- Examples include pruning hazardous branches overhanging a public right of way, adding lightning protection to mature trees of large canopy size, or removing hazardous trees that are currently posing a threat to the public. Other examples include structural pruning or soil remediation to enhance the longevity of public trees to retain tree canopy in communities for the provision of ecosystem services.
- As part of the project narrative, applicants must demonstrate how they will either reduce current tree risk in their community or enhance the longevity of trees for the preservation of community tree canopy.
- These funds cannot be used for tree work on private residential property. The only exception would be to allow for pruning of a private tree that overhangs a public area (such as a private tree with hazardous branches overhanging a road). These trees can be pruned only to the extent of reducing hazards in the public area adjacent while still allowing for proper pruning cuts.
- Projects in this category can include urban wood utilization and workforce development.

Tree Planting Requirements:

1. Trees/palms (including those planted as part of the local match) must be at least Florida Grade #1 or equivalent (Florida Division of Plant Industry, Grades and Standards <https://ccmedia.fdacs.gov/content/download/103635/file/Grades-and-Standards-for-Nursery-Plants-2025.pdf>)
2. Trees may not exceed a 4-inch caliper. Palms may not be taller than 16 feet, clear trunk.
3. Minimum tree size is 1½ inch caliper, in at least a 15-gallon container.
4. At least five tree species native or naturalized to the area and suitable for the site and objective must be planted. No species may represent over 20% of the total number of trees planted during the project. For food forest projects, this requirement is reduced to a minimum of three native or naturalized species with no one species representing over 35% of the project.
5. Up to ten percent (10%) of the grant award may be used for the purchase and/or installation of irrigation equipment or an irrigation system, or for supplemental watering during the 60-day grow-in period.
6. Trees listed on the Exotic Pest Plant Council's MOST RECENT list of Florida's Invasive Species may not be planted as any part of this grant program. The list may be found on the internet at <https://www.floridainvasives.org/>.
7. Maximum allowable cost per individual tree or palm is \$600, not including delivery and installation.
8. Written approval is required (as part of the proposal) from the Florida Department of Transportation for planting and maintenance on any state right-of-way.

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9. A maximum of \$50 per tree may be spent on planting materials during the 60 day grow-in period only.
10. Purchase and planting of shrubs and ground covers in conjunction with the tree planting may only serve as a matching cost, and as such cannot be reimbursed.
11. Applications must include the following information:
 - a. A location map.
 - b. A minimum of three, color photographs of the planting site.
 - c. A detailed planting plan (site plan) which shows the location of the trees/palms, existing structures, and site limitations such as underground utilities and overhead wires.
 - d. Written approval from the Florida Department of Transportation for planting and maintenance on the State right-of-way, if applicable
 - e. A three (3)-year maintenance plan to be carried out by the grant recipient at their expense. Maintenance costs incurred after certification by the Florida Forest Service are ineligible for reimbursement.
 - f. A resolution by the managing agency of the property (if different from the applicant) stating that they concur with the grant application and maintenance plan.
12. A 60-day "grow-in period" is required prior to Certification of Acceptance by the Department and the processing of a final reimbursement. The application should state how the trees will be watered and cared for during the grow-in period.
13. Tree Plantings must follow established procedures for handling, placement, and maintenance. Refer to <http://hort.ifas.ufl.edu/woody> for additional guidance.
14. After the tree planting is completed, an iTree Design report of the project is required to be submitted prior to the processing of the final reimbursement. This tool estimates the future reduction in storm water runoff and increase in water quality over the life of the planted trees. The report should include assessments for years 5, 15, and 25. iTree Design is an easy to use and free program that can be found at <https://design.itreetools.org/>.
15. A maximum of 30% of grant funds may be utilized to improve site conditions for the long term growth of newly planted trees. Eligible improvements include (but are not limited to) removing sidewalk or other pavement, installing permeable pavement, or reducing conflicts with other existing infrastructure.

Urban Forest Maintenance Requirements:

1. All work must be conducted under the supervision of an ISA certified arborist, preferably on the staff of the managing agency, but if the agency is using a contractor to conduct maintenance, the certified arborist could be on the staff of the selected contractor.
2. Any trees to be removed with this funding must be rated as having a moderate or higher risk according to a tree risk assessment conducted by an ISA certified arborist with the tree risk assessment qualification (TRAQ).
3. Applications must include a site map showing the areas in which maintenance will be conducted and what maintenance will be done in the proposed area.
4. If selected for funding, applicants must provide color photographs of each site in which maintenance will be conducted with a caption indicating what maintenance actions are to be taken on each tree. After the maintenance is conducted, selected applicants are to submit photographic documentation of the completed work and will have an in-person inspection completed by Florida Forest Service staff.
5. Written approval is required (as part of the application) from the Florida Department of Transportation for maintenance on any state right-of-way.

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6. All work conducted must follow ANSI A300 and Z133 standards for best management practices.
7. Reimbursement requests will require photographic documentation of the completed work to indicate compliance with best management practices for pruning.

III. Eligibility Information

Eligible applicants are nonprofit organizations, educational institutions, local governments, state governments, and Native American tribal governments.

Funding requests shall not exceed \$50,000. The minimum amount allowed is \$2,500. Expenses associated with travel and per diem are not eligible.

The scope of work must be performed within the State of Florida.

IV. Key Dates

Action Item	Timeframe	Location
Notice of Federal Financial Assistance Funding Opportunity Advertisement	9/15/25-11/17/25	Grant Opportunities / Business Services / Home - Florida Department of Agriculture & Consumer Services
Submission of Questions	9/15/25-11/3/25	All questions must be submitted to Grants@FDACS.gov
Responses to Questions Posted	9/15/25-11/17/25	Grant Opportunities / Business Services / Home - Florida Department of Agriculture & Consumer Services
Application Submission Deadline	2:00 PM EST, 11/17/25	25 Urban and Community Forestry Inflation Reduction Act Grant
Evaluation of Applications	11/17/25-1/19/25	Review and evaluation of applications begin.
Subrecipient Agreement End Date	4/30/26	Subrecipient Agreement

V. Submission Dates, Times, and Location

The application submission deadline is 2:00 PM EST, November 17, 2025. Applicants may submit a complete hard copy packet (paper, booklet, etc.) or upload a complete PDF application packet to [25 Urban and Community Forestry Inflation Reduction Act Grant](#)

Eligible applicants uploading an electronic pdf application are being advised to make sure that their application includes a budget plan that breaks down project costs by grant funds and match funds. Applicants are also being advised to not wait until the final date/time to upload their completed pdf application.

Applicants who elect to use the online application process must ensure that submissions are in PDF format. It is advised that applicants do not wait until the final date/time to upload their submission.

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It is the applicant's responsibility to ensure its submittal at the proper place and time indicated in this notice of federal financial assistance funding opportunity notice. No extensions. No exceptions.

VI. Statutes and Regulations

The UCF Program is authorized by Section 9, Urban and Community Forestry Assistance, of the Cooperative Forestry Assistance Act of 1978 as amended [16 U.S.C. 2105]. This law authorizes the Secretary of Agriculture "to provide financial, technical, and related assistance to State Foresters or equivalent State officials for the purpose of encouraging States to provide information and technical assistance to units of local government and others that will encourage cooperative efforts to plan urban forestry programs and to plant, protect, maintain, and utilize wood from trees in open spaces, greenbelts, roadside screens, parks, woodlands, curb areas, and residential developments in urban areas." The law also states, "In providing such assistance the Secretary is authorized to cooperate with interested members of the public including nonprofit private organizations. The Secretary is also authorized to cooperate directly with units of local government and others in implementing this section whenever the Secretary and the affected State Forester or equivalent State official agree that direct cooperation would better achieve the purposes of this section."

VII. Award Information

Total amount of funding available	\$1,795,000
Anticipated number of awards	35
Maximum grant award to a single applicant	\$50,000
Minimum grant award to a single applicant	\$2,500
Period of Performance	12 Months

VIII. Definitions

(Add or delete definitions as needed)

Applicant: Entity that submits an application for federal financial assistance under this notice of funding opportunity.

Application Packet: Complete written response of the applicant to the notice of federal financial assistant funding opportunity including properly completed forms, supporting documents and attachments.

Business hours: 8 a.m. to 5 p.m. eastern standard time on business days.

Business days: Monday through Friday, excluding federal and state holidays.

Calendar days: All days, including weekends and holidays.

Commissioner: Commissioner of Agriculture for the State of Florida.

FDACS: Florida Department of Agriculture and Consumer Services, an agency of the State of Florida.

Grant Manager: An employee of FDACS, who is designated to be responsible for the monitoring and management of the subrecipient agreement.

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Local Government: A county government, a municipality (an incorporated city, town, or village), a school board district or an independent special district.

Non-profit Organization: An organization which has filed an application with Florida's Secretary of State for nonprofit corporate status pursuant to Section 617, Florida Statutes, and has been issued a federal employer identification number by the Internal Revenue Service.

Subrecipient Agreement: Formal agreement that will be awarded to the successful applicant under this notice of federal financial assistance funding opportunity.

IX. Cost Sharing (Matching) Requirements

There is no match or cost sharing requirement for this funding opportunity. Administrative costs cannot exceed 20% of the total project costs.

Applicants are encouraged to supplement the grant award with matching costs to further the impact of their project, however, as no matching is required, this will only be tracked if an applicant submits match as part of their proposal. Evaluators may consider proposed matching funds as part of their evaluation, so any matching funds proposed by an applicant will be required as part of project completion.

X. Funding Source and/or Restrictions

FDACS reserves the right to award, or not award, subrecipient agreement(s) based on the availability of federal funds.

FDACS' obligation to pay under this subrecipient agreement is contingent upon funding by the federal agency.

Funding is available for project work initiated and completed during the award period.

Funding is subject to the amount of spending authority allocated by the Florida Legislature.

The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the subrecipient.

XI. Cost of Preparation

FDACS is not liable for any costs incurred by the applicant in response to the notice of federal financial assistance funding opportunity.

XII. Public Records

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a federal financial assistance funding opportunity are public records unless exempt by law. Any applicant claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

ATTACHMENT #1

XIII. **Request Application Packet**

The application packet is available online at [Grant Opportunities / Business Services / Home - Florida Department of Agriculture & Consumer Services](#)

If you are unable to access the internet, a written request for the application packet should be submitted to Grants@FDACS.gov

XIV. **General Instructions for Application Packet**

Carefully review all materials and prepare the responses accordingly.

The application packet must be complete and provide all the required information by the submission deadline to be considered. Application packets that fail to provide all the required forms and signatures will be considered non-responsive and consequently will be removed from the evaluation process.

For all corporate applicants, proof of corporate status must be provided with the application.

For nonprofit applicants, documentation that verifies the official nonprofit status of an organization in accordance with Chapter 617, Florida Statutes, must be provided with the application.

Please ensure that all attachments reflect the applicant's name and funding opportunity number.

XV. **Application Package Components**

FDACS forms must be used. Substitute forms will not be reviewed. Do not alter the pages unless the page indicates that it can be modified. Applications that do not include all required pages will be removed from the evaluation process.

A complete application package consists of the following pages (*update as applicable*):

- *Coversheet /Application for Federal Financial Assistance Subaward*
- *Key Contact Information*
- *Project Narrative*
- *Scope of Work*
- *Budget Plan Narrative*
- *Budget Plan*
- *Key Person/Staff*
- *Performance Site/Locations*
- *Evidence of an active Unique Entity ID from the System of Award Management ([SAM.gov](#))*
- *Assurances Subrecipient Award*
- *Certification Regarding Lobbying*
- *Certification Regarding Debarments, Suspension, Ineligibility*
- *Certification Statement*

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XVI. Clarifications/Revisions

The FDACS reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all applicants deemed eligible for the subrecipient agreement. Failure to provide requested information may result in rejection of the application.

XVII. Rejection of Applications

The FDACS reserves the right to reject applications if 1) the applicant fails to provide mandatory information within their application package submissions, 2) if the application submission is not received by the due date and time, or 3) if the applicant is determined by the FDACS as not capable of performing the proposed scope of work. The FDACS further reserves the right to waive any minor irregularities when doing so is in the best interest of the State of Florida. Minor irregularities are those which will not have a significant or adverse effect on overall evaluation, completion, or performance of the proposed project.

XVIII. System for Award Management (SAM) Registration

The applicant must have an active Unique Entity ID (UEI) in the U.S. General Services Administration (GSA), System of Award Management (SAM) by the submission deadline. The applicant is required to maintain an active UEI for the duration of the award.

Applicants who have an active exclusion with the System of Award Management [SAM.GOV](https://sam.gov) may not be eligible for an award.

Applicants must provide documented proof of the active UEI registration from [SAM.GOV](https://sam.gov) with the expiration date clearly visible in the application package.

Information on registering with the GSA / SAM is available at <https://sam.gov/entity-registration>.

XIX. Late Applications

Applications, hard copy or digital, received by FDACS after the application submission deadline will be rejected as untimely.

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XX. Evaluation Criteria

The Urban Community Forestry (UCF) Subcommittee shall develop a prioritized list of all applications which the UCF Grant Coordinator has determined to be complete.

The UCF Subcommittee shall evaluate each proposal based upon how well the proposal meets the purpose of the grant program. Maximum possible points: 100 points. A minimum score of 60 points is required to be considered eligible for funding.

Demonstrated Ability - 20 Points Maximum

The highest score will be given to applications that demonstrate the applicant is fully capable of meeting the requirements of this project specified under section IV.

b. Demonstrated Need - 20 Points Maximum

The highest score will be given to applications that best demonstrate that their project will fulfill a need in their community for the category they are applying under. Applicants should demonstrate that their project will generate significant value for the community.

c. Technical Strength – 20 Points Maximum.

The highest score will be given to applications which indicate the final product will be of the highest quality possible with the highest resolution imagery being utilized for assessment.

d. Cost Effectiveness - 20 Points Maximum

The highest score will be given to applications that will clearly maximize results with the efficient use of grant dollars, clearly describe how funds will be expended, and adhere to the cost parameters listed in this RFA.

e. Community Engagement- 10 Points Maximum

The highest score will be given to applications that demonstrate the applicant will best be able to engage the community receiving assistance through project efforts. This engagement should be considered at multiple points during the project's duration.

f. Completeness of Proposal - 10 Points Maximum

The highest score will be given to applications which are complete, include all the required attachments, and provide a detailed explanation of the proposal.

XXI. Evaluator(s)

FDACS' evaluator(s) will consist of 5 individuals who FDACS determines have experience and knowledge in the program areas. The evaluator(s) will conduct a fair, impartial, and comprehensive evaluation of applications received in response to this notice of federal financial assistance. The evaluator(s) could be municipal/county arborists or county foresters, non-profit organization representatives, city municipal staff (Parks and Recreation, etc.) and Florida Forest Service (FFS) personnel.

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XXII. **Anticipated Announcement and Award Dates**

The evaluation and selection process is expected to be no longer than 75 days after the submission deadline. The announcement of the awards is expected to be within 90 days after the submission deadline.

XXIII. **Award Notice**

Upon the completion of FDACS' evaluation of applications, all applicants will be notified regarding their status.

FDACS reserves the right to negotiate and/or adjust the final award amount and scope of work prior to award.

The successful applicants will have thirty (30) days to fully execute the FDACS Subrecipient Agreement. Failure by the subrecipient to sign and return the Subrecipient Agreement, within 30 days upon receipt of the agreement, shall constitute forfeiture of the award.

Although it is the intent of FDACS to expedite the subrecipient grant award process as much as possible, applicants should be aware that execution of a Subrecipient Agreement could be delayed for some time until federal funding is received. Projects should be scheduled accordingly. No costs to be charged against the subrecipient award or counted as match can be incurred before the Subrecipient Agreement is executed.

THIS IS NOT A COMPETITIVE SOLICITATION SUBJECT TO THE NOTICE OR CHALLENGE PROVISIONS OF SECTION 120.57(1) AND 120.57(3), FLORIDA STATUTES.

XXIV. **Programmatic, Administrative and National Policy Requirements**

The applicant shall be in compliance with all laws, rules, and regulations applicable to the federal funds provided by the federal financial assistance funding opportunity.

The applicant shall maintain an accounting system and a set of accounting records which allow for the identification of revenues and expenditures related to this funding opportunity.

XXV. **Acknowledgment of Funding**

The subrecipient shall have an acknowledgement of the **USDA Forest Service** support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

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XXVI. **Performance Report**

The applicant will submit a performance report as required using the format and content shown on the FDACS form which is downloadable at <http://forms.fdacs.gov/02018.pdf>.

Reimbursement Requests

All reimbursement requests must be submitted using FDACS' standard payment request packet, unless otherwise noted in the special conditions of the subrecipient agreement and provide supporting documentation for each cost. The subrecipient shall submit the payment request packet to the recipient's grant manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with applicant's application. The payment request packet is downloadable <http://forms.fdacs.gov/02019.pdf>.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the budget plan and scope of work.

The FDACS agreement with the federal agency is a cost reimbursement format; therefore, no advance payments will be provided.

Any work performed on the project and/or any expenditure made prior to a fully executed subrecipient agreement and written authorization from FDACS is ineligible for reimbursement.

XXVII. **Disclaimer**

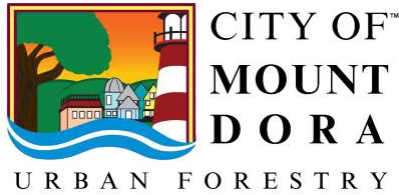
The receipt of applications in response to this notice of federal financial assistance funding opportunity does not imply or guarantee that any one or all qualified applicants will result in a subrecipient agreement with FDACS.

XXVIII. **Questions**

Applicants shall address all questions regarding this notice of federal financial assistance to Grants@FDACS.gov. All questions submitted shall be published and answered in a manner that all applicants can view at [Grant Opportunities / Business Services / Home - Florida Department of Agriculture & Consumer Services](#). Each applicant is responsible for monitoring [Grant Opportunities / Business Services / Home - Florida Department of Agriculture & Consumer Services](#) for new or changing information. Questions regarding procedures for submittal of applications should be submitted to Grants@FDACS.gov

The Florida Department of Agriculture and Consumer Services offers its programs to all eligible persons regardless of race, color, national origin, religion, gender, age, disability, marital or veteran status, or any other legally protected status.

ATTACHMENT #2



Donnelly Tree Road Project

Phases 1, 2 & 3: To start the process going forward – would be potentially funded by a Florida Forest Services Urban Community Grant with a maximum award of \$50,000 for the 2026 year, with no financial match required. Only requirement is a 3 year maintenance plan. RMPK Funding.

PHASE 1: Starting from 441 heading south on Donnelly Street into Mount Dora just pass the overhead-bridge and behind the landscaped entrance signs.

Objective; Install 5 – 45-65 Gallon Trees on each side of the entrance next to the wooded areas. These entrance trees, just off of Donnelly Street, will provide and add a designed sky line into The City of Mount Dora. Once the new walkway bridge is completed. Work can begin. Trees being considered will reflect species suitable to the wetter environment in this area. The layout would match the same on both sides. The design would support; 1 Bald Cypress-furthest from the street, 1 Red Maple-going toward the street and between them-1 Redbud. On the wooded sides - 2 Bracken Brown Magnolias

Trees Slated: 2 Bald Cypress, 2 Red Maple, 2 Redbud and 4 Magnolias: **total 10 trees.**

PHASE 2: This will start at Limit Avenue heading south to 11th Avenue on Donnelly Street. Currently this area has been marked with green flags, except the 2 medians near 11th Avenue.

Objective; Install 10 – 45-100 Gallon Trees down the middle of the median. The sequence of trees in order would be starting from Limit Avenue in the center of the medians on Donnelley Street; 1 Redbud - in the 1st median, 1 Cathedral Oak and 1 Nuttall Oak - in the 2nd median, then 1 Cathedral Oak and 1 Nuttall Oak - in the 3rd median, lastly would be 1 Redbud - in the 4th median – all marked with green flags. Than the last 2 medians, just before 11th Avenue would support 2 Eagleston Hollies per median, on each side of the existing light poles. In addition, under these trees will be ground cover - like blue daze. On specific locations, this layout could also support decorative pots full of colorful perennials.

Trees Slated: 2 Redbud, 2 Cathedral Oaks, 2 Nuttall Oaks and 4 Eagleston Hollies: **total 10 trees.**

PHASE 3: Donnelly Park on the Donnelly Street side. Install 4 – 100 gallon 4” caliper Cathedral Oaks to replace the dying Laurel Oaks in this park. This will offer the future opportunity to install Holiday Decorations into these trees. After several years of solid establishment, the old Laurel Oaks could be removed, being replaced with the New Cathedral Oaks.

Trees Slated: 4 Cathedral Oaks: **total 4 trees.**

In the first 3 phases, items to be also included in the Grant will be up to 10% for irrigation and 30% for infrastructure. Total Trees Slated for Phase 1, 2 & 3 would be 24 trees.



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

DATE: November 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of the Amended Agreement Between the City of Mount Dora and the Florida State Lodge Fraternal Order of Police, Inc.

Introduction:

This is a request for Council to approve the Amended Agreement Between the City of Mount Dora and the Florida State Lodge Fraternal Order of Police, Inc.

The City of Mount Dora and the Florida State Lodge Fraternal Order of Police (FOP) entered into a Collective Bargaining Agreement (CBA) on October 1, 2024, for a period of three years. The CBA allows for the parties to reopen Article 8 (Wages) annually.

Representatives of the FOP and the City of Mount Dora negotiated and agreed to a new wage schedule for Police Officers, Police Corporals and Police Sergeants, effective October 1, 2025, through September 30, 2026. The FOP membership ratified the agreement on October 6, 2025.

Discussion:

The City of Mount Dora and the Florida State Lodge Fraternal Order of Police (FOP) have maintained a long-standing professional relationship. On October 1, 2024, the City of Mount Dora and the FOP entered into a Collective Bargaining Agreement (CBA) through September 30, 2027. One of the provisions of the agreement was to allow both parties an opportunity to reopen Article 8 (Wages) of the CBA.

Following a period of negotiations, the City of Mount Dora and the FOP agreed to a new wage agreement for Police Officers, Police Corporals and Police Sergeants, retroactive to October 1, 2025. The agreement was subsequently ratified by the members of the FOP.

While every "pay step" is different, depending on years of service, all Police Officers, Police Corporals and Police Sergeants received a pay increase effective October 1, 2025, as well as a pay step increase on their employment anniversary.

The wage package for the represented members was within the projected and budgeted dollars approved by Council.

Budget Impact:

The negotiated wage increase was within the projected budget approved by Council for FY 2025/2026.

Strategic Impact:

Strategic Initiative 4: Provide High-Quality Services

Goal 11—Ensure an exceptional level of Public Safety Services.

Objective 11.1—Provide an environment within the Police and Fire Departments that encourages long careers, retention and advancements.

Maintaining a competitive compensation structure allows for the growth of long-term and experienced police officers for the City of Mount Dora.

Recommendation:

Council approve the amended wage article of the Collective Bargaining Agreement between the City of Mount Dora and the FOP.

Attachment(s):

1. Attachment #1 Collective Bargaining Agreement Between the City of Mount Dora and FOP 2024.2027
2. Amended Article 8 (Wages) 10.7.25

Prepared by: Michael Gibson, Chief of Police

Reviewed by:

Michael Gibson, Chief of Police

Matthew Dodson, Budget Officer

Steven Weber, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 10/20/2025

Approved - 10/21/2025

Approved - 10/21/2025

Approved - 10/29/2025

Approved - 10/29/2025

Final Approval - 10/29/2025

MOUNT DORA POLICE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF MOUNT DORA

AND THE

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

OCTOBER 01, 2024

THROUGH

SEPTEMBER 30, 2027

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PREAMBLE

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

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

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ARTICLE 1

RECOGNITION

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

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

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ARTICLE 2

NON-DISCRIMINATION

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

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ARTICLE 3

UNION BUSINESS

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

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ARTICLE 4

EMPLOYEE DISCIPLINARY PROCEDURES

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

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

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

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

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

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

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

4.5

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

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- 4.6 Any employee, who is summoned before a departmental investigator or internal affairs during his off-duty hours, will be compensated at the employee's rate of pay, with a 2 hour minimum guaranteed. An employee will only be summoned to return for an administrative investigation only under exigent circumstances (i.e. Officer Safety, public safety).
- 4.7 All employees have the right to inspect and make notes of their individual records during normal administrative office hours and no such records will be denied inspection by the employer.
- 4.8 Discipline and discharge shall only be grieved through the Grievance Procedure as outlined in Article 27.
- 4.9 Neither oral reprimands, nor the first written reprimand, given in a twelve (12) month period, are subject to the arbitration process. If a second written reprimand is given for the same or similar violation in a twelve (12) month period, the grievant may proceed to arbitration as provided in Article 28 of this Agreement.
- 4.10 Internal investigations should be completed within ninety (90) calendar days of the Officer being officially served. If for some reason this is not possible, the Chief of Police or designee will notify the person charged and explain the reason for the delay in writing. Duration of the investigation will be in accordance with the Officer Bill of Rights. (FS112).

4.11 Types of Disciplinary

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

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

4.12 Progressive Discipline

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

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to perform at a satisfactory level and its effect upon supervisor's confidence and the employee's ability to perform assigned duties, the impact of the offense upon the reputation of the employer shall be proper cause for the discipline to be enhanced above the progressive discipline for similar or substantially similar violations in the preceding 7-year period.

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

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ARTICLE 5

SAFETY AND HEALTH

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

5.6 Physical Agility Test (PAT)

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

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

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

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

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

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

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

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

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

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

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

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

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

Physical Abilities Course

Directions: Law Enforcement Staff

Exit Patrol Vehicle:

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

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

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

Four Foot Wall:

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

Serpentine:

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

Hurdles:

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

Low Crawl:

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

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Broad Jump:

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

Pipe Crawl:

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

Balance Poles:

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

Ladder Climb:

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

Stair Climb:

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

Six Foot Wall Climb:

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

Door Entry/Identification:

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

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Window Climb:

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

Sled Drag:

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

100 yard Run:

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

Dry Fire/Radio Communication:

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

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

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

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

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

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

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

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ARTICLE 6

BULLETIN BOARDS

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

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ARTICLE 7

SENIORITY, LAYOFF, RECALL AND PROBATION

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

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

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ARTICLE 8

WAGES

- 8.1 Members of the sworn Bargaining Unit shall have their hourly rate of pay calculated on a 2184-hour or a 2080-hour work year, depending on their assignment.
- 8.2 For Fiscal Year 2024-25, pay levels will be increased by 3% as reflected in the following tables:

A.

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

B.

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

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10	33.6969
11	34.5565
12	35.3907
13	36.2376

C:

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

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

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

8.4 Promotional pay adjustment(s):

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

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8.5 Lateral entry:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Educational Incentive Compensation

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

B.

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

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

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

8.11 Specialized Assignment Pay:

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

8.12 Assigned Vehicles:

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

Assignment of vehicles will be based upon availability of vehicles.

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

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

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

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

8.13 Vehicular usage charge:

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

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

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

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

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

8.14 Special Assignment Pay

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

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

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ARTICLE 9

K-9 OFFICER'S COMPENSATION

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

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

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ARTICLE 10

WORK WEEK AND WORK SHIFT

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

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ARTICLE 11

OVERTIME

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

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

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ARTICLE 12

EXTRA TIME PROVISIONS

12.1 Call Back Time

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

12.2 On-Call Duty Time

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

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

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ARTICLE 13

COURT TIME

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

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ARTICLE 14

VACATIONS

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

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

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

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

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ARTICLE 15

HOLIDAYS

15.1 The following holidays shall be recognized:

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

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

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

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

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

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

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

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ARTICLE 16

SICK LEAVE

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

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

- 16.9 An employee who has been previously advised in writing of apparent sick leave abuse may be required to document all sick leave usage with a physician's slip verifying the absence. The requirement to document sick leave usage with a physician's note for the purpose of monitoring sick leave will not exceed a period of six (6) months, but may be extended if the attendance problem has gone unabated.
- 16.10 An employee resigning with proper two (2) weeks' notice, or terminated from City employment shall be granted payment of twenty-five percent (25%) of their accrued sick leave. An employee shall not lose any sick leave accrued if transferred to another City position.
- 16.11 Upon Retirement, employees will receive 50% of their accrued sick pay up to a maximum of 720 hours. Any officer, Corporal, or Sergeant that has over 2700 hours of accumulated sick time as of September 30, 2018, will have their accumulated sick time frozen for purposes of Retirement payout. These employees will receive their accrued sick time upon retirement up to a maximum of 50% of this frozen amount. These officers will continue to accrue sick time for purposes of banking and using sick time.
- Example 1: On September 30, 2018, Officer has 2850 sick hours. She continues to accrue and upon retirement has a balance of 3400 hours. She will receive 50% of 2850 hours which is 1425 hours
- Example 2: On September 30, 2018, Officer has 2850 sick hours. They Retire 4 years later but only have a balance of 2000 hours due to sickness. Upon retirement, they will receive 50% of 2000 hours which is 1000 hours.
- 16.12 In the event an employee becomes permanently and totally disabled while in the line of duty and is unable to perform useful and efficient service as a Police Officer, resulting in separation from employment; all remaining sick leave accruals shall be paid out upon separation. In the event of death while in the line of duty; all

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

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

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ARTICLE 17

JOB-CONNECTED DISABILITY

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

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ARTICLE 18

BEREAVEMENT LEAVE

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

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ARTICLE 19

LEAVE OF ABSENCE

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

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ARTICLE 20

INSURANCE

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

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

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

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

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

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

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

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

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ARTICLE 21

PENSION

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

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

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

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ARTICLE 22

EDUCATIONAL REIMBURSEMENT PROGRAM

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

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ARTICLE 23

EQUIPMENT ISSUE AND CLOTHING ALLOWANCE

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

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

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Additional Equipment for K-9 Officers

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

Honor Guard:

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

School Resource Officers:

- 2 MDPD Polos

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

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

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

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ARTICLE 24

PROMOTIONS

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

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ARTICLE 25

LOCKER FACILITIES

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

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ARTICLE 26

VOTING

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

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ARTICLE 27

GRIEVANCE PROCEDURE

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

STEP ONE:

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

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

STEP TWO:

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

STEP THREE:

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

STEP FOUR:

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

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

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

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

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ARTICLE 28

ARBITRATION

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

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

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

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ARTICLE 29

PHYSICAL EXAMINATION

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

A. Urinalysis

8. Blood Pressure

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

D. Height and Weight Recorded

E. Audio Screening

F. Lateral Vision Screening

G. · PPD

H. EKG

I. Cholesterol

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

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

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

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

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

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ARTICLE 30

GENERAL PROVISIONS

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

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

Officer - \$50.00

Supervisor - \$55.00

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

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

ATTACHMENT #1

ARTICLE 31

NO STRIKES, WORK STOPPAGES, SLOWDOWNS

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

ATTACHMENT #1

ARTICLE 32

ENTIRE AGREEMENT

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

ATTACHMENT #1

ARTICLE 33

DUES DEDUCTION

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

ATTACHMENT #1

ARTICLE 34

INDEMNIFICATION

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

ATTACHMENT #1

ARTICLE 35

MANAGEMENT RIGHTS

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

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

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

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

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

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

To maintain efficiency of employees;

To determine job content and qualifications for job classifications;

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

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

ATTACHMENT #1

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

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

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

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

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

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

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

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

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

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

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

35.2

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

ATTACHMENT #1

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

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

ATTACHMENT #1

ARTICLE 36

SEVERABILITY

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

ATTACHMENT #1

ARTICLE 37

PUBLICATION OF THE AGREEMENT

The City will post this Agreement on PowerDMS.

ATTACHMENT #1

ARTICLE 38

DURATION

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

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

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

ATTACHMENT #1

CITY OF MOUNT DORA FRATERNAL ORDER OF POLICE, INC.

GRIEVANCE FORM STEP ONE

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

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

STEP ONE:

Grievance presented in writing to Commander

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

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

Contract Provision Allegedly Violated: Article _____

Description of Grievance: (Attach separate sheet if necessary)

Remedy Sought: _____

Commander's answer in writing:

Accepted _____ Rejected _____

Reason(s):

Commander's Signature: _____ on _____
Date/Time

Received by: _____ on _____
Date/Time

Copies to: Employee, Union Office

ATTACHMENT #1

CITY OF MOUNT DORA FRATERNAL ORDER OF POLICE, INC.

GRIEVANCE FORM STEP TWO

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

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

STEP TWO:

Grievance presented in writing to Deputy Chief

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

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

Contract Provision Allegedly Violated:

Article: _____ Section: _____

Description of Grievance: (Attach separate sheet if necessary)

Remedy Sought: _____

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

Reason(s):

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

Received by: _____ on _____
Date/Time

Copies to: Employee, Union Office

ATTACHMENT #1

CITY OF MOUNT DORA FRATERNAL ORDER OF POLICE, INC.

GRIEVANCE FORM STEP THREE

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

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

STEP TWO:

Grievance presented in writing to Police Chief

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

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

Contract Provision Allegedly Violated:

Article: _____ Section: _____

Description of Grievance: (Attach separate sheet if necessary)

Remedy Sought: _____

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

Reason(s):

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

Received by: _____ on _____
Date/Time

Copies to: Employee, Union Office

ATTACHMENT #1

CITY OF MOUNT DORA FRATERNAL ORDER OF POLICE, INC.

GRIEVANCE FORM STEP FOUR

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

Employee Name Job Title Date Alleged Grievance Occurred

STEP TWO:

Grievance presented in writing to City Manager

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

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

Contract Provision Allegedly Violated:

Article: _____ Section: _____

Description of Grievance: (Attach separate sheet if necessary)

Remedy Sought: _____

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

Reason(s):

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

Received by: _____ on _____
Date/Time

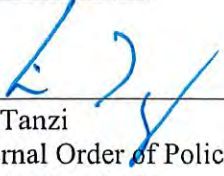
Copies to: Employee, Union Office

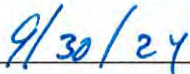
ATTACHMENT #1

SIGNATURE PAGE

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

FOR THE FOP:


Luis Tanzi
Fraternal Order of Police
Florida State Lodge


Date

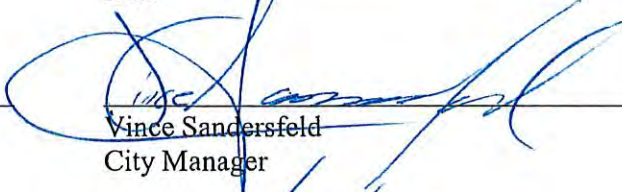

Gary Hutcheson
President FOP Lodge 147


Date

FOR THE CITY:

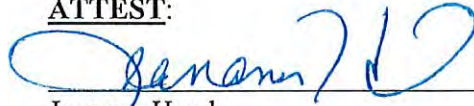

Crissy Stile
Mayor


Date


Vince Sandersfeld
City Manager


Date

ATTEST:


Jeanann Hand
City Clerk


Date

Luis Tanzi

ARTICLE 8

WAGES

- 8.1 Members of the sworn Bargaining Unit shall have their hourly rate of pay calculated on a 2184-hour or a 2080-hour work year, depending on their assignment.
- 8.2 For Fiscal Year 2025-26 2024-25, pay levels will be increased by 3% as reflected in the following tables:

A.

<u>Officer</u>	<u>10/1/2024</u>	<u>10/1/2025</u> (non-specialized)	<u>10/1/2025</u> (specialized)
New Hire	27.5488	\$28.3753	\$29.7941
1	27.9481	\$28.8978	\$30.3427
2	28.4899	\$29.4300	\$30.9015
3	28.6291	\$29.9719	\$31.4705
4	28.7683	\$30.5239	\$32.0501
5	28.8513	\$31.0860	\$32.6403
6	29.1327	\$31.6584	\$33.2413
7	29.6788	\$32.2414	\$33.8535
8	30.0432	\$32.8351	\$34.4769
9	30.6076	\$33.4398	\$35.1118
10	31.3358	\$34.0556	\$35.7584
11	32.6959	\$34.6827	\$36.4169
12	33.4916	\$35.3214	\$37.0875
13	34.1579	\$35.9718	\$37.7704
14	35.0684	\$36.6343	\$38.4660
15	35.9611	\$37.3089	\$39.1743
16	36.8892	\$37.9959	\$39.8957

B.

<u>Corporal</u>	<u>10/1/2024</u>	<u>10/1/2025</u> (non-specialized)	<u>10/1/2025</u> (specialized)
1	28.8360	\$29.7011	\$ 31.1862
2	29.5393	\$30.2720	\$ 31.7856
3	30.2579	\$30.8539	\$ 32.3966
4	30.5530	\$31.4470	\$ 33.0193
5	30.8481	\$32.0515	\$ 33.6540
6	31.1561	\$32.6675	\$ 34.3009
7	31.4127	\$33.2955	\$ 34.9603

8	32.0800	\$33.9355	\$ 35.6323
9	32.8884	\$34.5878	\$ 36.3172
10	33.6969	\$35.2526	\$ 37.0153
11	34.5565	\$35.9303	\$ 37.7268
12	35.3907	\$36.6209	\$ 38.4520
13	36.2376	\$37.3248	\$ 39.1911

C:

<u>Sergeant</u>	<u>10/1/2024</u>	<u>10/1/2025</u> (non-specialized)	<u>10/1/2025</u> (specialized)
1	35.5627	\$36.6296	\$ 38.4611
2	36.4301	\$37.2536	\$ 39.1163
3	37.3155	\$37.8883	\$ 39.7827
4	37.6747	\$38.5337	\$ 40.4604
5	38.0469	\$39.1902	\$ 41.1497
6	38.4191	\$39.8578	\$ 41.8407
7	38.9066	\$40.5369	\$ 42.5637
8	39.4327	\$41.2274	\$ 43.2888
9	40.0615	\$41.9298	\$ 44.0263
10	41.0111	\$42.6441	\$ 44.7763
11	41.8067	\$43.3706	\$ 45.5391
12	42.6280	\$44.1095	\$ 46.3149
13	43.4107	\$44.8609	\$ 47.1040
14	44.2961	\$45.6252	\$ 47.9064

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

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

8.4 Promotional pay adjustment(s):

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

8.5 Lateral entry:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Educational Incentive Compensation

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

B.

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

Years of Service	Pay
5 th Anniversary – 9 th Yr.	\$250.00
10 th Anniversary – 14 th Yr.	\$450.00
15 th Anniversary – 19 th Yr.	\$650.00
20 th Anniversary – 24 th Yr.	\$850.00
25 + Years	\$1,050.00

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

8.11 Specialized Assignment Pay:

Members assigned to Criminal Investigations, Special Operations, the Community Relations Supervisor & Officers (SROs & CRA Officers), Administrative Services Sergeant, Traffic Unit Sergeant & Officers and K9 Officers will be compensated at their appropriate level, plus a 5% stipend while in that assignment, as reflected in paragraph 8.2.

8.12 Assigned Vehicles:

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

Assignment of vehicles will be based upon availability of vehicles.

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

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

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

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

8.13 Vehicular usage charge:

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

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

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

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

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

8.14 Special Assignment Pay

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

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

SIGNATURE PAGE

Article 8 (Wages) of the Collective Bargaining Agreement between the City of Mount Dora and the Florida State Lodge Fraternal Order of Police, Inc. (FOP) was amended and ratified by the bargaining unit members on October 6, 2025, and approved by vote of the City Council of Mount Dora on November 4, 2025.

For the FOP:

Luis Tanzi
Luis Tanzi
Fraternal Order of Police
Florida State Lodge

Date 10/15/25


Gary Hutcheson
President FOP Lodge 147

10-16-25
Date

For the City:

James Homich
Mayor

Date _____

Vince Sandersfeld
City Manager

Date _____

Attest:

Jeanann Hand
City Clerk

Date _____

Signature: *Gary Hutcheson*

Email: hutchesong@mountdora.gov



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

DATE: November 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval for Purchase of Police Vehicles

Introduction:

This is a request for Council to approve the purchase of Police Vehicles. The City of Mount Dora follows the best practices to ensure their police vehicles remain effective, reliable and safe. The FY 2025/2026 approved budget allows for the purchase of six (6) emergency vehicles, which will primarily replace emergency vehicles that have reached their useful life as police vehicles.

Discussion:

The Mount Dora Police Department and the City of Mount Dora follow the best industry practices in the purchase and replacement of their emergency police vehicles. The City Council approved \$304,000.00 for the purchase of five (5) police vehicles for Fiscal Year 2025/2026. However, the latest Florida Sheriff's Association Cooperative Purchasing Program contract allows for the purchase and/or replacement of six (6) police vehicles for \$300,855.75; allowing the Mount Dora Police Department to replace an additional aging vehicle from the emergency vehicle fleet.

Budget Impact:

The City Council approved \$304,000.00 for the purchase of police vehicles for Fiscal Year 2025/2026. Sales quotes from the vehicle vendor allow for the purchase of six (6) police vehicles for \$300,855.75; reducing the projected FY 2025/2026 police vehicle costs by \$3,144.25.

Strategic Impact:

Strategic Initiative 4: Provide High-Quality Services

Goal 11—Ensure an exceptional level of Public Safety Services.

Objective 11.1—Provide an environment within the Police and Fire Departments that encourages long careers, retention and advancements.

Police Officers spend considerable time conducting proactive patrolling throughout the City of Mount Dora in an effort to reduce crime and to reduce the fear of crime. Providing and/or maintaining police equipment, such as police vehicles, is an important part of providing the members of the police department with the best equipment available so they may continue to reduce crime and reduce the fear of crime.

Recommendation:

Council approve the purchase of six (6) police vehicles.

Attachment(s):

1. Attachment #1 Police Vehicle Purchase

Prepared by: Michael Gibson, Chief of Police

Reviewed by:

Michael Gibson, Chief of Police

Matthew Dodson, Budget Officer

Jennifer Gates, Accounting Manager

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 10/20/2025

Approved - 10/21/2025

Approved - 10/21/2025

Approved - 10/29/2025

Approved - 10/29/2025

Final Approval - 10/29/2025

ATTACHMENT #1



Municipal Vehicle Sales Quote

Garber Ford , Inc.

3380 Hwy 17 (PO Box 1600)
Green Cove Springs, FL 32043
(800) 849-3462 or (904) 264-2442 Ext: 2332
ddrakegarberautomall.com

DATE: 10/01/25
QUOTE:

PREPARED BY: Dan Drake



PREPARED FOR: Mount Dora Police Dept
Attn: Chief Michael Gibson
gibsonm@cityofmoundora.com
352-735-7194

SOURCE CONTRACT INFORMATION:

FSA25-VEL33.0: Pursuit, Administrative & Other Vehicles, Specification # 250 Zone: Central Zone



Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA25-VEL33.0 Pursuit Administrative & Other
Vehicles, expiring September 30th, 2026.

BASE VEHICLE DESCRIPTION		MODEL #	PRICE
2026 Ford Police Interceptor Utility AWD		K8A	\$43,835.00
FACTORY OPTIONS	CODE	BASE PRICE	NET PRICE (2% DISC)
Order Code 500A	500A	Included	
Engine: 3.3L V6 Direct-Injection	99B	Included	
Transmission: 10-Speed Automatic (44U)	44U	Included	
Oxford White	YZ	Included	
Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	9W	Included	
Front License Plate Bracket	153	Included	
Driver Only LED Bulb Spot Lamp (Unity)	51R	Included	
Remote Keyless Entry 4 Additional Keys and Fobs	STD	Included	
		\$	-
		SUBTOTAL	\$ 43,835.00

ATTACHMENT #1

NON-OEM OPTIONS	CODE	HOURS	PRICE
Ford Premium Extended Warranty 5 yr 100K Miles Zero Deductible	WAR		\$4,785.00
Yellow City Tag	YTAG		\$116.55
Delivery	DEL		Included
LABOR - EVT Certified Installation @ \$125/hr Rate (Includes all Wire, Loom, Brackets, Hardware and Programming)		0.0	\$ -
	PRICE PER VEHICLE	\$	48,736.55
	NUMBER OF VEHICLES		4
	TOTAL	\$	194,946.20

Payment is Due on a Net30 Basis

If you have any questions concerning this quote please call!

THANK YOU FOR YOUR BUSINESS!

ATTACHMENT #1



Municipal Vehicle Sales Quote

Garber Chevrolet GMC , Inc.

3340 Hwy 17 (PO Box 1600)
Green Cove Springs, FL 32043
(800) 849-3462 or (904) 264-2442 Ext: 2332
ddrakegarberautomall.com

DATE: 10/01/25

QUOTE:



PREPARED BY: Dan Drake

PREPARED FOR: Mount Dora Police Dept
Attn: Chief Michael Gibson
gibsonm@cityofmoundora.com
352-735-7194

SOURCE CONTRACT INFORMATION:

FSA25-VEL33.0: Pursuit, Administrative & Other Vehicles, Specification # 205 Zone: Central Zone



Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA25-VEL33.0 Pursuit Administrative & Other
Vehicles, expiring September 30th, 2026.

BASE VEHICLE DESCRIPTION		MODEL #	PRICE
2026 Chevrolet Silverado 3500 Crew Cab 4WD SRW		CK30943	\$49,896.00
FACTORY OPTIONS	CODE	BASE PRICE	NET PRICE (2% DISC)
Work Truck Preferred Equipment Group includes standard equipment	1WT	Included	
Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	L8T	Included	
Transmission, 10-speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	MKM	Included	
Summit White	GAZ	Included	
Seats, front 40/20/40 split-bench	AZ3	Included	
License plate kit, front	VK3	Included	
		\$	-
SUBTOTAL		\$	49,896.00

ATTACHMENT #1

NON-OEM OPTIONS	CODE	HOURS	PRICE
Ford Premium Extended Warranty 5 yr 100K Miles Zero Deductible	WAR		\$5,160.00
Dealer Tint Windows Legal Includes Windshield Strip	TINT		\$ 320.00
Westin Pro Traxx 5 Oval Nerf Steps	21-54135		\$ 586.00
Professional Spray In Bed Liner Linex	SIBL		\$ 575.00
Yellow City Tag	YTAG		\$116.55
Delivery	DEL		Included
LABOR - EVT Certified Installation @ \$125/hr Rate (Includes all Wire, Loom, Brackets, Hardware and Programming)		0.0	\$ -
		PRICE PER VEHICLE	\$ 56,653.55
		NUMBER OF VEHICLES	1
		TOTAL	\$ 56,653.55

Payment is Due on a Net30 Basis

If you have any questions concerning this quote please call!

THANK YOU FOR YOUR BUSINESS!

ATTACHMENT #1



Municipal Vehicle Sales Quote

Garber Chevrolet GMC , Inc.

3340 Hwy 17 (PO Box 1600)
Green Cove Springs, FL 32043
(800) 849-3462 or (904) 264-2442 Ext: 2332
ddrake@garberautomall.com

DATE: 10/09/25

QUOTE:

PREPARED BY: Dan Drake

Garber Fleet Sales

PREPARED FOR: Mount Dora Police

Attn: Chief Michael Gibson
gibsonm@cityofmoundora.com
352-735-7194

SOURCE CONTRACT INFORMATION:

FSA25-VEL33.0: Pursuit, Administrative & Other Vehicles, Specification # 194

Zone: Central



Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA25-VEL33.0 Pursuit Administrative & Other
Vehicles, expiring September 30th, 2026.

BASE VEHICLE DESCRIPTION	MODEL #	PRICE
2026 Chevrolet Silverado 1500 4WD Crew Cab 147" LT w/1LT	CK10543	\$47,636.00
FACTORY OPTIONS	CODE	BASE PRICE
LT Preferred Equipment Group includes standard equipment	1LT	Included
Engine, TurboMax	L3B	Included
Transmission, 8-speed automatic,	MFC	Included
Sterling Gray Metallic	GXD	Included
Seats, front 40/20/40 split-bench	AZ3	Included
Jet Black, Cloth seat trim	H0U	Included
License plate kit, front	VK3	Included
		\$ -
	SUBTOTAL	\$ 47,636.00

ATTACHMENT #1

NON-OEM OPTIONS	CODE	HOURS	PRICE
Dealer Tint Windows Legal Includes Windshield Strip	TINT		\$320.00
Professional Spray In Bed Liner	SIBL		\$575.00
Florida Tag	FTAG		\$450.00
Third Key Cut and Programmed includes Key Fob	275		\$ 275.00
Delivery	DEL		\$0.00
LABOR - EVT Certified Installation @ \$125/hr Rate (Includes all Wire, Loom, Brackets, Hardware and Programming)		0.0	\$ -
PRICE PER VEHICLE			\$ 49,256.00
NUMBER OF VEHICLES			1
TOTAL			\$ 49,256.00

Payment is Due on a Net30 Basis

If you have any questions concerning this quote please call!

THANK YOU FOR YOUR BUSINESS!



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

DATE: November 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of First Extension of Resolution 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event

Introduction:

This is a request for Council to ratify the First Extension of Resolution 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event

Discussion:

Section 252.38(3)(a)(5), Florida Statutes, authorizes municipalities to declare a local state of emergency for a duration of seven (7) days, which may be extended in additional seven-day increments as necessary. During such time, the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take any prudent action necessary to ensure the health, safety, and welfare of the community.

Chapter 252, Florida Statutes, and Part I, Article VI, Chapter 18 of the Charter of the City of Mount Dora authorize the Mayor to declare a local state of emergency when a quorum of the City Council is unavailable.

On October 27, 2025, in response to the flooding event occurring between October 26 and October 27, 2025, Mayor Homich signed Resolution No. 2025-45, declaring a local state of emergency within all territory inside the legal boundaries of the City of Mount Dora for a seven-day duration. On the same date, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency. City of Mount Dora Resolution No. 2025-45 was ratified at a City Council Special Meeting on October 29, 2025, at which a quorum of the City Council was present.

Pursuant to Chapter 252, Florida Statutes, and Resolution No. 2025-45, the Mayor, City Manager, or designee is authorized to extend a local state of emergency under the same conditions. To protect the health, safety, and welfare of the community, its residents, and public facilities, the previously declared local state of emergency was extended effective November 3,

2025, for an additional seven-day duration, through and including November 10, 2025.

Further extensions may be issued, when prudent, by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

City Council Extension to State of Emergency Approval History:

Extension	Date Adopted	Date Ratified	Extension Expires
1st	11/03/2025	11/04/25	11/10/2025

Budget Impact:

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

Strategic Impact:

Public safety.

Recommendation:

Council ratify the first extension of Resolution 2025-45, Local State of Emergency Related to the October 26-October 27, 2025 Flood event.

Attachment(s):

1. RESO NO. 2025-45.DECLARATION OF LOCAL STATE OF EMERGENCY.FLOODING EVENT.SIGNED
2. RESO NO. 2025-45.FIRST EXTENSION EXECUTED

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Accounting Manager

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 10/27/2025

Approved - 10/27/2025

Approved - 10/29/2025

Approved - 10/29/2025

Approved - 10/29/2025

Final Approval - 10/29/2025

RESOLUTION NO. 2025-45

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LOCAL STATE OF EMERGENCY STEMMING FROM THE FLOODING EVENT OCCURRING ON OCTOBER 26, 2025; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE DECLARATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR THE INAPPLICABILITY OF EMERGENCY EVENT RESPONSE PAY; PROVIDING FOR THE DURATION OF THE LOCAL STATE OF EMERGENCY; PROVIDING FOR RATIFICATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora (“City”), based on significant rainfall occurring on October 26, 2025 through October 27, 2025, is threatened by excessive and extensive flooding, overflowing waterways, saturated soils and associated flooding, which constitutes a serious threat of injury, loss of life, damage to property, disruption of services, and impairment of the public health, safety and welfare of the inhabitants of the City; and

WHEREAS, the adverse conditions are imminent or already occurring within the City and may cause widespread damage to public infrastructure, private property, utilities, roadways, stormwater systems and may hamper normal governmental functions; and

WHEREAS, Chapter 252, Florida Statutes, grants political subdivisions authority to declare a state of local emergency; and specifically, Section 252.38(3)(a), *Florida Statutes*, provides the ability for local governing bodies to waive certain formalities and take whatever actions necessary to preserve the health, safety, and welfare of the community; and

WHEREAS, Lake County and the State of Florida have not yet, at the time of this declaration, declared a local state of emergency exists, but the City anticipates that both will do so shortly; and the City has complied with all of its mandatory reporting and coordination requirements under Chapter 252, Florida Statutes, and will continue to do so during this state of local emergency; and

WHEREAS, the City Council of the City of Mount Dora finds that this situation meets the statutory definition of an “emergency” or “disaster” under Section 252.34, *Florida Statutes*, and that immediate action is required to mobilize resources and protect the health and safety of the public, to protect critical infrastructure, and to mitigate the damages caused by this significant rain event, including the impacts from ongoing flooding; and

WHEREAS, the City Council further finds that it is in the best interest of the City and its residents to declare a state of local emergency, to activate its emergency management plan, to

direct and coordinate all available resources, and to authorize the City Manager (or designee) to take all necessary actions consistent with such declaration; and

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

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

WHEREAS, the City has determined that it is in the best interest of its employees, citizens and visitors to extend the local state of emergency and further revise the parameters related to the same; and

WHEREAS, under Section 18(e) of the City Charter, the Mayor is authorized to take necessary actions in an emergency situation, which shall only be extended until the next meeting of the City Council; and

WHEREAS, due to the nature of the emergency, the need to take immediate action, and the inability to obtain a quorum of the City Council on the morning of October 27, 2025, the Mayor is authorized to execute this resolution, which shall be ratified or amended at the next meeting of the City Council as soon as a special meeting may be convened.

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

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

SECTION 2. Declaring a Local State of Emergency. A state of local emergency exists due the unprecedented rain and flooding during October 26, 2025 and October 27, 2025, which poses an ongoing and immediate threat to the public, health, safety and welfare, as well as to public infrastructure and facilities. It is anticipated that Lake County, as well as the Governor will shortly be declaring as state of emergency. Thus, under the powers provided in Chapter 252, Florida Statutes, as well as Article IV, Section 18(e) of the City Charter, the Mayor is authorized to take actions in an emergency situation, which shall extend until the next meeting of the city council. To the extent necessary under the circumstances, while the emergency is ongoing, as collectively determined by the Mayor, the City Manager, and the City Attorney, certain procedures and formalities otherwise required may be waived or temporarily suspended. The procedures and formalities which may be waived are set forth in Section 252.38(3)(a)(5), Florida Statutes, and include, but are not limited to:

- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the public;
- b. entering into contracts;
- c. incurring obligations;
- d. employment of permanent and temporary workers;
- e. utilization of volunteer workers;
- f. rental of equipment;
- g. acquisition and distribution, with or without compensation, of supplies, materials and facilities;
- h. appropriation of expenditure of public funds;
- i. temporary modifications to working environment and procedures.

Based on the foregoing, the City of Mount Dora declares that a local state of emergency exists.

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

SECTION 4. Establishment and Enforcement of Curfew. The Mayor and City Manager are hereby authorized to establish and enforce a curfew within the incorporated areas of the City of Mount Dora, Florida, if deemed necessary and appropriate during the local state of emergency declared by this Resolution and are further authorized to modify and terminate that curfew to the extent necessary under the circumstances and as the status of the emergency event changes.

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

SECTION 6. Ratification by City Council. As a quorum of the City Council could not reasonably be obtained on the morning of October 27, 2025, this resolution is signed initially by the Mayor under his authority from Section 18(e) of the City Charter. However, this resolution and declaration of a local state of emergency shall be ratified by a majority of the City Council as soon as a quorum may be obtained for a special meeting, and a majority of the City Council may amend this resolution.

SECTION 7. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order

to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 8. Savings Clause. All prior actions of the City of Mount Dora pertaining to the state of local emergency related to the flooding that occurred on October 26, 2025, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 9. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, and as determined by the City Clerk and City Attorney, may be corrected without the need for a formal amendment.

SECTION 10. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 11. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 12. Effective Date. This Resolution shall become effective immediately upon its execution by the Mayor and remain in effect until ratified or amended by the City Council. This resolution shall be effective, unless extended or amended, for seven (7) days from the date and time it is executed by the Mayor.

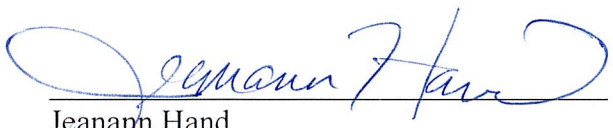
PASSED AND ADOPTED this 27th day of October, 2025 at 11:55 A.M.

RATIFIED AT A SPECIAL MEETING OF THE CITY COUNCIL this ____ day of October, 2025.



JAMES HOMICH, MAYOR
City of Mount Dora, Florida

ATTEST:



Jeanann Hand
City Clerk

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



Patrick Brackins
City Attorney

Resolution No. 2025-45
Page 4 of 5

Resolution No. 2025-45
Page 5 of 5

FIRST EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

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

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

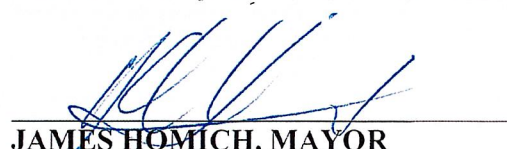
WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective November 3, 2025, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including November 10, 2025.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this 30 day of NOVEMBER, 2025.

RATIFIED AT THE NOVEMBER 4, 2025 CITY COUNCIL REGULAR SESSION.



JAMES HOMICH, MAYOR
City of Mount Dora, Florida

ATTEST:



Jeanann Hand
City Clerk

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

Patrick Brackins

Patrick Brackins
City Attorney