



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

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**Mount Dora City Council**  
**Mount Dora City Hall Board Room**  
**510 North Baker Street, Mount Dora, Florida 32757**  
**January 20, 2026, 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**

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## **ACTION ITEMS**

## **PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES**

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## **DISCUSSION ITEMS**

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## **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, February 3, 2026, 6:00 p.m., Regular Session
2. Monday, February 9, 2026 6:00 p.m., Workshop Special Events / Festivals



3. Tuesday, February 17, 2026, 6:00 p.m., Regular Session
4. Tuesday, March 3, 2026, 6:00 p.m., Regular Session
5. Tuesday, March 17, 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

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**DATE:** January 20, 2026

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval to Apply for the Community Forestry – Hurricane Ian Recovery (CF-HIR) Grant Program

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**Introduction:**

This is a request for Council approval for the Urban Forestry Division to apply for the Community Forestry – Hurricane Ian Recovery (CF-HIR) Grant.

**Discussion:**

The Community Forestry – Hurricane Ian Recovery (CF-HIR) Grant is offered by the Florida Department of Agriculture and Consumer Services Division of Administration. The program is designed to restore and enhance urban forests in 29 Florida counties, including Lake County, that sustained damage from Hurricane Ian, while also strengthening long-term resilience to future storm events.

The State of Florida anticipates awarding approximately \$1,055,000 statewide through this program. Eligible applicants include nonprofit organizations, local governments, and educational institutions. If awarded, grant funds would be used for tree planting along Fiddler Pond Road, Lincoln Avenue, and key gateway corridors entering the City of Mount Dora.

**Budget Impact:**

The total cost of the project will be \$65,000.00. \$48,750.00 grant request and \$16,250.00 matching funds from the City's Tree Bank Account.

**Strategic Impact:**

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 at a minimum of 50 trees per year through end of 2030 using the Right Tree, Right Place program.

**Recommendation:**

Council approve the request to apply for the Community Forestry - Hurricane Ian Recovery (CF-HIR) Grant.

**Attachment(s):**

1. Attachment #1 FINAL HURRICANE IAN NOFFA (2)

Prepared by: vedderl vedderl, Administrative Assistant

Reviewed by:

Mark Miller,

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 1/12/2026

Approved - 1/12/2026

Approved - 1/13/2026

Approved - 1/13/2026

Approved - 1/13/2026

Approved - 1/13/2026

Final Approval - 1/13/2026



WILTON SIMPSON  
COMMISSIONER

## ATTACHMENT #1

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-11083112-009-A**

#### I. Overview

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

**Funding Opportunity Title:** Community Forestry – Hurricane Ian Recovery (CF-HIR) Grant Program

**Announcement Type:** Request for Federal Financial Assistance Applications Round II

**Funding Opportunity Number:** 23-DG-11083112-009-A

**Federal Assistance Listing Number (ALN):** 10.664

**Federal Agency Name:** USDA, Forest Service

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

#### II. Federal Financial Assistance Funding Opportunity Description

In September 2022, Hurricane Ian struck peninsular Florida with extensive wind, flood, and storm surge impacts, causing significant damage to the urban forest. While making landfall as a category four hurricane with sustained winds of 150 MPH, this storm had significant and clear direct impacts on the urban tree canopy due to wind damage on the southwest coast of Florida. However, the impacts of this storm spread much further with flooding caused by excessive rain (between five and 20 inches, depending on specific location) and severe erosion in many locations. Hurricane Ian impacted most of peninsular Florida, with urban forest damage stretching from Fort Myers to Jacksonville.

This program aims to restore and enhance urban forests across 29 counties in Florida's peninsular region that suffered damage from Hurricane Ian. Its central objective is to strengthen the resilience of these forests against future storms. To support this effort, the state of Florida expects to allocate \$1,055,000 in funding to eligible applicants.

**Applications are being accepted from nonprofit organizations, educational institutions, local governments, and American tribal governments from the following 29 Florida counties: Brevard, Charlotte, Collier, DeSoto, Duval, Flagler, Glades, Hardee, Hendry, Highlands, Hillsborough, Indian River, Lake, Lee, Manatee, Monroe, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, Sumter, and Volusia.**

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The FDACS, Florida Forest Service (FFS) is requesting applications for projects that include, but are not limited to:

- Planting storm-resistant species of trees in areas where they would provide tangible benefits to Floridians through energy reduction, mitigating urban heat, water or air quality improvement, stormwater runoff avoidance, or increased greenspace accessibility. Trees to be planted in this category are required to fall under the highest or medium-high wind resistance categories provided in the table below.

### Southeastern Coastal Plan Tree Species

| Highest Wind Resistance                 | Medium-High Wind Resistance             | Medium-Low Wind Resistance                  | Lowest Wind Resistance                        |
|-----------------------------------------|-----------------------------------------|---------------------------------------------|-----------------------------------------------|
| <b>Dicots</b>                           |                                         |                                             |                                               |
| Carya floridana, Florida scrub hickory  | Acer saccharum, Florida sugar maple     | Acer negundo, boxelder                      |                                               |
| Cornus florida, dogwood                 | Acer palmatum, Japanese maple           | Acer rubrum, red maple                      |                                               |
| Ilex cassine, dahoon holly              | Betula nigra, river birch               | Acer saccharinum, silver maple              |                                               |
| Ilex glabra, inkberry                   | Carpinus caroliniana, ironwood          | Celtis laevigata, sugarberry                | Carya illinoensis, pecan                      |
| Ilex opaca, American holly              | Carya glabra, pignut hickory            | Celtis occidentalis, hackberry              | Liriodendron tulipifera, tulip poplar         |
| Ilex vomitoria, yaupon holly            | Carya tomentosa, mockernut hickory      | Cinnamomum camphora, camphor <sup>b</sup>   | Prunus caroliniana, Carolina laurelcherry     |
| Lagerstroemia indica, crape myrtle      | Cercis canadensis, red bud              | Eriobotrya japonica, loquat c               | Pyrus calleryana, Bradford pear               |
| Magnolia grandiflora, southern magnolia | Chionanthus virginicus, fringe tree     | Eucalyptus cinerea, silverdollar eucalyptus | Quercus falcata, southern red oak             |
| Quercus geminata, sand live oak         | Diospyros virginiana, common persimmon  | Fraxinus pennsylvanica, green ash           | Quercus laurifolia, laurel oak                |
| Quercus laevis, turkey oak              | Fraxinus americana, white ash           | Morus rubra, red mulberry                   | Quercus nigra, water oak                      |
| Quercus myrtiflora, myrtle oak          | Liquidambar styraciflua, sweetgum       | Myrica cerifera, wax myrtle                 | Sapium sebiferum, Chinese tallow <sup>a</sup> |
| Quercus virginiana, live oak            | Magnolia virginiana, sweetbay magnolia  | Persea borbonia, redbay                     | Ulmus parvifolia, Chinese e                   |
| Podocarpus spp, podocarpus              | Magnolia x soulangiana, saucer magnolia | Platanus occidentalis, sycamore             |                                               |
| Vaccinium arboreum, sparkleberry        |                                         | Prunus serotina, black cherry               |                                               |

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| Highest Wind Resistance                                                                                                                                    | Medium-High Wind Resistance                                                                                                                                                                                                                                                                                | Medium-Low Wind Resistance                                                                                                                                                                                                                                                                                                               | Lowes Wind Resistance                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                            | Nyssa aquatica, water tupelo<br><br>Nyssa sylvatica, black tupelo<br><br>Ostrya virginiana, American hophombeam<br><br>Prunus angustifolia, chickasaw plum<br><br>Quercus michauxii, swamp chestnut<br><br>Quercus shumardii, Shumard oak<br><br>Quercus stellata, post oak<br><br>Ulmus alata, winged elm | Quercus alba, white oak<br><br>Quercus phellos, willow oak<br><br>Salix x sepulcralis, weeping willow<br><br>Ulmus americana, American elm                                                                                                                                                                                               |                                                                                                                                                              |
| <b>Conifers</b>                                                                                                                                            |                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                              |
| Taxodium distichum, baldcypress<br><br>Taxodium ascendens, pondcypress                                                                                     |                                                                                                                                                                                                                                                                                                            | Pinus elliottii, slash pine<br><br>Pinus palustris, longleaf pine<br><br>Pinus taeda, loblolly pine                                                                                                                                                                                                                                      | Juniperus silicicola, southern red cedar<br><br>x Cupressocyparis leylandii, Leyland cypress<br><br>Pinus clausa, sand pine<br><br>Pinus glabra, spruce pine |
| <b>Palms</b>                                                                                                                                               |                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                              |
| Butia capitata, pindo or jelly<br><br>Phoenix canariensis, Canary Island date<br><br>Phoenix dactylifera, date<br><br>Sabal palmetto, cabbage, sabal       |                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                          | Washingtonia robusta, Washington fan                                                                                                                         |
| <b>a Prohibited in Florida</b><br><b>b Invasive, not recommended in Florida</b><br><b>c Caution: manage to prevent escape in Florida (Fox et al. 2005)</b> |                                                                                                                                                                                                                                                                                                            | <b>Reference:</b> Duryea, M. L., & Kampf, E. (2017). <i>Wind and trees: Lessons learned from hurricanes</i> (FOR118/FR173). University of Florida, Institute of Food and Agricultural Sciences (UF/IFAS) Extension. Retrieved from <a href="https://edis.ifas.ufl.edu/publication/FR173">https://edis.ifas.ufl.edu/publication/FR173</a> |                                                                                                                                                              |

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- Conducting maintenance operations for public trees in areas that would improve resiliency to future tropical cyclones through preventative pruning.
- Developing community tree inventories or urban tree canopy assessments to help prepare their community for future natural disasters.
- Developing urban forest management plans to help a community become better prepared for future natural disasters.

### **Detailed examples of project categories that may be funded through this program include:**

- a. **Tree Planting Projects:** Tree planting projects will conduct tree planting initiatives utilizing the highest and medium-high wind resistance species found at <https://edis.ifas.ufl.edu/publication/FR173>. All plantings in this category are required to follow the planting requirements listed later in this section.
  - Applicants must include a significant component of community engagement as part of their scope of work. Examples include surveys to guide species selection, volunteer planting or maintenance days, or door-to-door communication approaches that enable community members near the planting project to be engaged throughout the process. In addition, part of this community engagement should include sharing with residents how the applicant plans to maintain the newly planted trees to best provide benefit to the community. Language access should be considered a part of 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. For collaborative projects, only one of the collaborating entities can apply.
- b. **Tree Maintenance Projects:** Tree maintenance projects will help reduce hazards to the public from trees should future natural disasters occur in the counties eligible for funding.
  - Eligible activities include pruning hazardous branches overhanging public rights-of-way, structural pruning to act as a preventative measure to reduce future risk in storms, or other tree pruning activities that would reduce risk levels while following industry best management practices.
  - Funds cannot be used for tree work on private 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.
- c. **Public Tree Inventory or Urban Tree Canopy Assessment Projects:** Public tree inventory or urban tree canopy assessment projects will help communities develop or enhance inventories/assessments of public trees. Up-to-date inventories will help provide more efficient and effective urban forest management. Examples of public tree inventory or urban tree canopy assessment projects include:

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- Tree Inventories – Development of a local tree inventory/hazardous tree inventory on non-federal public properties, including parks, rights-of-way, and preserves. This can include the purchase of hardware, software, and related equipment, as well as fees paid to vendors to conduct the inventory. This can also include the examination of individual trees to determine whether they need arboricultural treatments.
- Urban Tree Canopy Assessment - use of remote sensing technology to determine tree canopy coverage and distribution in a defined area (usually a district or municipal boundary). Assessments can also be used to identify potential tree planting spaces and prioritize planting initiatives based on current tree canopy coverage. Eligible costs are the same as above: hardware, software, related equipment, and vendor fees.

### Tree Inventory or Urban Tree Canopy Assessment Requirements

- Map of the area where the inventory or assessment will take place, including street locations.
- Narrative describing the need to conduct the inventory or assessment in the selected area, the data that will be collected, how the data will be processed, and how the results will be used to influence urban forestry management decisions. Special reference should be made as to how the inventory or assessment will assist in future management to be better prepared for natural disasters. The narrative should also state whether a vendor will perform the treatments, or if in-house labor and equipment will be used, and how the recipient will supervise the project while in progress.

d. **Urban Forest Management Planning Projects:** An urban forest management plan serves as the guiding document for managing the tree resource in a community. The objective of an urban forest management plan is to:

- Reduce the amount and severity of damages and losses to people, property, economy, and environment that may result from tree failures.
- Reduce tree canopy cover losses and strategically plan planting initiatives to equitably distribute tree cover throughout the community.
- Maximize the benefits of urban trees by planting and retaining trees where they reduce storm water runoff, improve air, and water quality, and lower the ambient temperature.
- Identify policies and procedures that can be updated to reinforce canopy goals.
- Develop and implement an urban forest management plan that will provide the following benefits:
  - Planting and maintenance schedule based on data.
  - Create more efficient and effective response to storms.
  - Update tree policies and procedures.
  - Reduction in tree failures and tree canopy losses.
  - Improve community forest health, safety, and benefits.

### Urban Forest Management Plans funded through this program must include:

- Description of community -- the current state and needs of the community and the urban forest baseline. Current tree canopy data from an inventory or assessment,



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community needs, priority areas, and a review of current policies and procedures for tree planting and maintenance are examples of items that should be included in this section.

- Vision for the urban forest – the desired future state of the urban forest in the community. This should reflect the overall goal the plan hopes to achieve.
- Strategic Plan – specific goals, objectives, and actions based upon the current conditions and identified needs to achieve the vision for the urban forest.
- Urban forest storm preparedness and mitigation – a section specifically addressed to guide future management of vegetative debris in natural disasters, along with mitigating the risk to the public from debris in future disasters.
- Implementation Plan – a document that assigns specific dates and responsibilities for the actions and goals of the strategic plan.
- Monitoring Plan -- a written system to measure progress and assess the overall effectiveness of the Urban Forest Management Plan.

Additional sections of the plan that you may wish to incorporate and that are acceptable through this grant include:

- Urban wood utilization
- Urban heat mitigation
- Health impacts from urban trees

### **e. Additional Requirements for Project Categories**

#### **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 located at [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 four species native or naturalized to the area; suitable for the site; and objective must be planted. No species may represent over 25% of the total number of trees planted during 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 Florida Invasive Species 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 at <https://floridainvasivespecies.org/>
7. Maximum allowable cost per individual tree or palm is \$600, which can be split between grant and match for purchasing and planting.
8. Written approval is required (as part of the application) from the Florida Department of Transportation for planting and maintenance on any state right-of-way.

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9. Eligible multi-stemmed tree species include only those listed on the Right Tree/Right Place posters produced by the Florida Urban Forestry Council, unless FFS permission is granted for another species. Applicants interested in using multi-stemmed species should submit their application with any proposed species, and acceptance of the application will indicate acceptance of this species' utilization, unless otherwise notified.
10. A maximum of \$15 per tree may be spent on planting materials during the 60-day grow-in period only.
11. Purchase and planting of shrubs and ground covers in conjunction with tree planting may only serve as a matching cost, and as such cannot be reimbursed.
12. Applications must include the following information:
  - a. Location map.
  - b. Minimum of three (3) color photographs of the planting site.
  - c. 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. Three-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. Resolution by the managing agency of the property (if different from the applicant) which states that they concur with the grant application and maintenance plan.
13. Sixty-day "grow-in period" is required prior to Certification of Acceptance by the Department and the processing of the final reimbursement. The application should state how the trees will be watered and cared for during the grow-in period.
14. Tree Plantings must follow established procedures for handling, placement, and maintenance. Refer to <https://hort.ifas.ufl.edu/woody/> for additional guidance.
15. After 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 increases 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 a free program that can be found at <https://design.itreetools.org/>.

### **Tree Maintenance Requirements:**

1. All work must be conducted under the supervision of an International Society of Arboriculture (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 or hired as an independent entity.
2. Applications must include a site map showing the areas in which maintenance will be conducted and what maintenance will be done on each tree receiving work in the selected area.

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3. Applications must include color photographs of each site in which maintenance will be conducted with a caption indicating the maintenance actions that are planned to be taken.
4. If selected, applicant(s) must provide before and after pictures of each pruning or removal action taken to show the cause for the work, and that the proper work was completed.
5. Written approval is required (as part of the application) from the Florida Department of Transportation for maintenance on any state right-of-way.
6. All work conducted must follow ANSI A300 and Z133 standards for best management practices found at [International Society of Arboriculture \(isa-arbor.com\)](http://isa-arbor.com)
7. This work is directly for increasing storm resiliency and reducing public risk. Maintenance projects shall not include traffic-clearance oriented pruning work. All maintenance work should be done for the purpose of increasing storm resiliency or reducing risk rather than for aesthetics.
8. 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, and American tribal governments from the following 29 Florida counties: Brevard, Charlotte, Collier, DeSoto, Duval, Flagler, Glades, Hardee, Hendry, Highlands, Hillsborough, Indian River, Lake, Lee, Manatee, Monroe, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, Sumter, and Volusia.**

**Only one application is allowed per project.** If a single applicant is interested in seeking funding for multiple projects, they must submit full and complete applications for each possible project.

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

Grant requests may not exceed \$75,000. The minimum amount allowed is \$5,000.

Grants are for projects not currently budgeted and may not be used to replace existing commitments.

A resolution or letter from the eligible applicant's leadership approving the application and authorizing the applicant to execute agreements and documents with the grant request must be submitted as part of the application packet.

Expenses associated with travel and per diem are not eligible.

Expenses associated with invasive species removal are not eligible but may be used as match.

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### IV. Key Dates

| Action Item                                                              | Timeframe                      | Location                                                                                           |
|--------------------------------------------------------------------------|--------------------------------|----------------------------------------------------------------------------------------------------|
| Notice of Federal Financial Assistance Funding Opportunity Advertisement | From 12/1/2025<br>To 1/30/2026 | Posted electronically to <a href="#">FDACS Grant Opportunities</a>                                 |
| Submission of Questions                                                  | From 12/1/2025<br>To 1/16/2026 | All questions must be submitted by email to <a href="mailto:Grants@FDACS.gov">Grants@FDACS.gov</a> |
| Responses to Questions Posted                                            | From 12/1/2025<br>To 1/30/2026 | Posted electronically to <a href="#">FDACS Grant Opportunities</a>                                 |
| Application Submission Deadline                                          | 1/30/2026<br>2:00 PM ET        | Upload a completed pdf application to <a href="#">Community Forestry Hurricane Ian Recovery</a>    |
| Evaluation of Applications                                               | From 1/30/2026<br>To 6/30/2026 | Review and evaluation of applications begin                                                        |
| Award Notice                                                             | Anticipated<br>6/30/2026       | By U.S. mail on official FDACS letterhead                                                          |
| Subrecipient Agreement End Date                                          | 10/31/2026 -10/31/2027         | Subrecipient Agreement                                                                             |

### V. Submission Dates, Times, and Location

The electronic application submission deadline is 2:00 PM ET, January 30, 2026.

Applicants must upload a complete PDF application packet to [Community Forestry Hurricane Ian Recovery](#)

**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 not to wait until the final date/time to upload their completed pdf application.**

**It is the applicant's responsibility to ensure its submittal at the proper place and time indicated in the notice of federal financial assistance funding opportunity.**

**No extensions. No exceptions.**

### VI. Statutes and Regulations

The Urban and Community Forestry (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

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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."

### VII. Award Information

|                                              |                                  |
|----------------------------------------------|----------------------------------|
| Total amount of funding available            | \$1,055,000                      |
| Anticipated number of awards                 | 15                               |
| Maximum grant award to a single applicant    | \$75,000                         |
| Minimum grant award to a single applicant    | \$5,000                          |
| Period of Performance                        | Anticipated 9/1/2026 - 9/30/2027 |
| Minimum average score to qualify for funding | 60                               |

### VIII. Definitions

**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.

**FFS:** Florida Forest Service, a Division of FDACS.

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

**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.

# ATTACHMENT #1

## **IX. Cost Sharing (Matching) Requirements**

Applicants will be required to submit documentation for cost sharing. A cost share may either be in the form of a cash contribution, donated services, donated equipment, or donated property. Cost sharing used in previous subrecipient awards or in other current subrecipient awards cannot be used for this subrecipient award.

The match requirement for this Funding Opportunity is 25% (3:1 match). Reimbursement requests must have documentation of the 25% match at the time of submission. Awardees will only be reimbursed up to the amount of match submitted with the request.

Applicants will be required to submit documentation for the cost sharing. A cost share may either be in the form of a cash contribution, donated services, donated equipment, or donated property. Cost sharing used in previous subrecipient awards or in other current subrecipient awards cannot be used for this subrecipient award.

The maximum allowable assessment for in-kind match for general volunteer labor (non-professional) is \$33.49 per hour. Salaried or hourly employees working in the same job class may use their current salary and benefit rate for match purposes.

No overhead costs will be paid from grant funds. Overhead costs, up to 5% of the total project cost (match plus award), can be used as part of the local match with documentation.

## **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 <https://www.fdacs.gov/Business-Services/Grant-Opportunities>.

If you are unable to download the application packet, a written request for the application packet should be submitted to [Grants@fdacs.gov](mailto: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 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:

- *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 (i.e., SAM.gov printout) of an active Unique Entity ID from the System of Award Management ([SAM.gov](https://www.sam.gov))*
- *Assurances Subrecipient Award*
- *Certification Regarding Lobbying*
- *Certification Regarding Debarments, Suspension, Ineligibility*
- *Certification Statement*
- *Additional requirements for each project type listed under section II.*



# ATTACHMENT #1

## **XVI. Clarifications/Revisions**

Before award, 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**

FDACS reserves the right to reject any and all applications or waive any minor irregularities when to do so would be in the best interest of the State of Florida, and to reject the application of an applicant whom FDACS determines is not in a position to perform the scope of work. Minor irregularities are those which will not have a significant or adverse effect on overall completion or performance.

## **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 Sam.gov may not be eligible for an award.

**Applicants must provide documented proof of the active UEI registration from Sam.Gov with expiration date clearly visible in the application packet.**

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

## **XIX. Late Applications**

Applications received by FDACS after the application submission deadline will be rejected as untimely.

## **XX. Evaluation Criteria**

An initial review of all applications will be completed and applications failing to submit all required information will be removed from consideration.

Each application will be evaluated and scored based on the criteria listed below.

- a. 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.



## ATTACHMENT #1

- 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 Application - 10 Points Maximum  
The highest score will be given to applications which are complete, including all the required attachments, and provide a detailed explanation of the application.

The scores for each factor will be added to obtain a total score for each applicant. Funding will be awarded to applicants according to the total score received. Applicants will need to earn a minimum score of sixty (60) points to qualify for funding. FDACS reserves the right to recommend partial funding of applicant.

### **XXI. Evaluator(s)**

FDACS' evaluator(s) will consist of five (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 funding opportunity. The evaluator(s) could be municipal/county arborists, non-profit organization representatives, city municipal staff (Parks and Recreation, etc.), or FFS personnel. Entities that employ resources, staff, or participate in the evaluation of applications for this funding opportunity are not eligible for award.

### **XXII. Anticipated Announcement and Award Dates**

The evaluation and selection process are expected to be no longer than 60 days after the submission deadline. Applicants will be notified directly of their application status once selections have been made.

### **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.

## ATTACHMENT #1

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.

**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>.

**XXVII. 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.

## ATTACHMENT #1

**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.

### **XXVIII. 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.

### **XXIX. Questions**

Applicants shall address all questions regarding this Notice of Federal Financial Assistance Funding Opportunity notice to the purchasing office. All questions submitted shall be published and answered in a manner that all applicants will be able to view on <https://www.fdacs.gov/Business-Services/Grant-Opportunities>

Each applicant is responsible for monitoring <https://www.fdacs.gov/Business-Services/Grant-Opportunities> for updates and notifications regarding this funding opportunity.

All questions about this funding opportunity shall be directed to [Grants@fdacs.gov](mailto: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.**



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

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**DATE:** January 20, 2026

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval Work Authorization # 1 to Purchase and Install a Substation Distribution Electrical Breaker

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**Introduction:**

This is a request for the Council to approve Work Authorization for ABB Incorporated to purchase and install a Substation breaker in the amount of \$225,853.00 to expand additional capacity for the City's electric system.

**Discussion:**

The Electric Department conducts an annual review of the City's power system capacity and reliability. The 2023 review identified significant growth within the northeast corridor of the City's electric service territory, indicating the need for future system capacity expansion. In 2024, City electric engineering staff completed a detailed analysis and determined that planned residential and commercial development in this area will result in an estimated 27 percent increase in total system demand, or approximately 9 megawatts, by late 2027.

The Mount Dora Substation was last upgraded in 2006, when the number of medium-voltage breakers was expanded from four to six to serve the electric distribution system. This request proposes the addition of one 600-amp medium-voltage breaker, increasing the total to seven breakers connected to the existing substation bus. These breakers operate at 12,470 volts with a peak rating of 600 amps and provide essential protection and control functions to ensure the safe and reliable delivery of power from the substation to the distribution system.

The City previously approved a Cooperative Contract with **ABB Incorporated** for Substation and Generating Station Maintenance Services. This contract was competitively solicited and negotiated by **Florida Municipal Power Agency** through ITB 2022-034, dated May 17, 2023. As the breaker manufacturer, ABB will supply the new breaker, design the installation, and complete the installation at the Mount Dora Substation.

The City's electric utility currently operates five similar ABB medium-voltage breakers of this type, which are magnetically actuated, outdoor-rated vacuum devices. City staff are fully trained in the operation and maintenance of this equipment and have experienced no reliability or maintenance issues since their installation.

**Budget Impact:**

The project costs are \$225,853.00, which is included in the Electric CIP budget for FY25/26. The GL for this project is 415-555-580.61-01 EL2220.

**Strategic Impact:**

Strategic Initiative 3 – Strengthen and expand Mount Dora's Infrastructure  
Goal 7 — Develop new infrastructure to support sustainable growth management  
Objective 7.1–Expand infrastructure to meet the needs of a growing community.

**Recommendation:**

City Council approve Work Authorization #1 to purchase and install a substation breaker at Mount Dora Substation.

**Attachment(s):**

1. Attachment 1 - EXECUTED ABB.Substation Maintenance Services 05.16.2023
2. Attachment 2 - City of Mt Dora-RMAG Breaker Addition-H7424398-1125-CJD-R2 AH
3. Attachment 3 - Piggyback Agreement.ABB.SGS-2 (ABB 2 May 23)
4. SIGNED.Task Authorization 2 ABB 1\_12\_2025 SGS Signed AH\_z

Prepared by: Stephanie Gervais, Administrative Coordinator-Public Works

Reviewed by:

Wayne Zimmerman, Deputy Electric Utility Director

Steve Langley, Assistant City Manager-Electric Utility Director

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 12/30/2025

Approved - 1/8/2026

Approved - 1/8/2026

Approved - 1/8/2026

Approved - 1/8/2026

Approved - 1/13/2026

Approved - 1/13/2026

Final Approval - 1/13/2026



## Attachment #1

### **AGREEMENT**

**THIS AGREEMENT** is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CITY", and ABB INC., 305 Gregson Drive, Cary, NC 27511, hereinafter referred to as the "CONTRACTOR".

### ***WITNESSETH:***

**WHEREAS**, the CITY has determined that it is in its best interest to make various, continuing purchases, utilizing that Substation and Generating Station Maintenance Services Agreement between the Florida Municipal Power Agency and the CONTRACTOR, identified through that FMPA Award Memorandum dated January 30, 2023, and Response from CONTRACTOR attached hereto as **Composite Exhibit "A"**, made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract", and which was competitively solicited for and negotiated by the Florida Municipal Power Agency through ITB# 2022-034; and,

**WHEREAS**, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY; and,

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

#### **SECTION 1. TERM.**

The term of this Agreement shall be for a period of one (1) year beginning on the date of execution by the CITY and may be extended for three (3) additional one (1) year terms.

#### **SECTION 2. SERVICES AND PRICING.**

The CONTRACTOR will provide services and pricing to the CITY as set forth in the  
**Exhibit "A"** attached hereto.

#### **SECTION 3. CONTRACT PROVISIONS.**

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

#### **SECTION 4. NOTICE.**

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

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

*Copy to:* Roper, P.A.  
Sherry G. Sutphen, Esquire  
2707 E. Jefferson Street  
Orlando, Florida 32803

CONTRACTOR: ABB Inc.  
305 Gregson Drive  
Cary, NC 27511

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

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

**SECTION 6. MODIFICATION.**

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

**SECTION 7. CONFLICT.**

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

CONTRACTOR shall indemnify CITY from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of CONTRACTOR in connection with this Agreement. In the event the injury or damage is caused by joint or concurrent negligence of CITY and CONTRACTOR, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of CONTRACTOR's indemnity obligation, no part of the Products or Site is considered third party property.

**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 and for any time and material Purchase Orders, 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  
[HANDJ@CITYOFMOUNTDORA.COM](mailto:HANDJ@CITYOFMOUNTDORA.COM)**



B. CONTRACTOR agrees to comply with public records laws, specifically to:

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

**SECTION 14. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

**SECTION 15. SOVEREIGN IMMUNITY.**

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

**SECTION 16. TERMINATION.**

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party in accordance with Sections 17 and 18 of ABB terms (ABBGTC (2022-01)) .

**SECTION 17. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD**

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

**SECTION 18. ELECTRONIC SIGNATURE.**

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

*Signatures on Following Page*



IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
have executed this Agreement effective this 17th day of MAY, 2023.

CITY OF MOUNT DORA

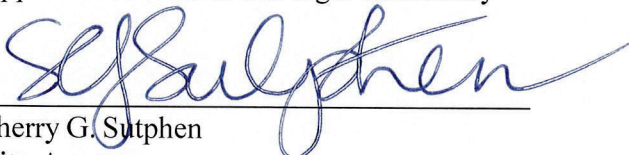


\_\_\_\_\_  
**CRISSY STILE**  
MAYOR of the City of Mount Dora, Florida

ATTEST:

  
\_\_\_\_\_  
JEANANN HAND  
CITY CLERK

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

  
\_\_\_\_\_  
Sherry G. Sutphen  
City Attorney

CONTRACTOR

Mark Hammes

Print: MARK Hammes

Title: US Sales Leader

Print: X

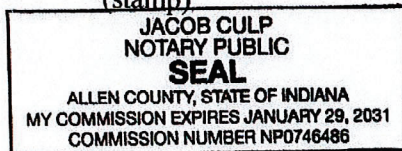
Title: X

Indiana

STATE OF ~~FLORIDA~~  
COUNTY OF Allen

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of Mark Hammes, as Mark Hammes, of ABB, 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 IND 4840-04-2313 as identification, and who did/did not take an oath this 10 day of May, 2023.

(stamp)



Jacob Culp  
NOTARY PUBLIC

**Exhibit “A”**  
Cooperative Contract  
Award Memorandum dated January 30, 2023,  
issued by Florida Municipal Power Agency listing ABB, Inc.

Composite Exhibit "A"



Sharon Samuels  
Member Services Programs and Procurement Administrator

MEMORANDUM

January 30, 2023

**To:** FMIPA Members

**From:** Sharon Samuels

**Re:** Substation & Generating Station Maintenance Services - Award ITB# 2022-034

\*\*\*\*\*  
FMIPA issued competitive solicitation for Substation & Generating Station Maintenance Services. In response, FMIPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC.

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for twelve (12) of the thirteen bidders per areas of specialization in the bid document. Please see the table of award selection on the following page.

These awarded bidders will extend the bid prices and terms to other FMIPA Members as stated in our bid document. This bid award is effective until February 1, 2024; at that time the award may be extended by mutual consent.

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

cc: Awarded Bidders



**FMPA**  
**Provision of Substation and Generating Station Maintenance Services**  
**SUMMARY OF SPECIALTY AREAS**

| SCOPE OF WORK                                                                                    | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|--------------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                                  | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| General Substation Site Inspection (Section 2)                                                   |         | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         | ✓               | ✓             |                     |
| Circuit Breaker Inspection, Testing, and Maintenance (Section 3)                                 | ✓       | ✓                      | ✓                                 | ✓         | ✓       | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Circuit Breaker Repair and Reconditioning (Section 4)                                            | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Relay Inspection, Testing, Maintenance, & Repair (Section 5)                                     | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         |                 | ✓             | ✓                   |
| Capacitor Bank Inspection, Testing, Maintenance, & Repair (Section 6)                            |         | ✓                      | ✓                                 | ✓         |         | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Meter Inspection & Testing (Section 7)                                                           | ✓       | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Metal Clad Breaker Repair and Reconditioning (Section 8)                                         | ✓       | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Power Transformer & LTC Inspection, Testing, Maintenance, and Repair (Section 9)                 | ✓       |                        | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Single Phase Voltage Regulators Inspection, Testing, Maintenance, and Repair (Section 10)        |         |                        | ✓                                 |           | ✓       | ✓             |      |                   | ✓                         | ✓               |               |                     |
| Circuit Switcher and Disconnect Switch Inspection, Testing, Maintenance, and Repair (Section 11) | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Recloser Inspection, Testing, Maintenance, and Repair (Section 12)                               |         | ✓                      | ✓                                 |           |         |               |      |                   | ✓                         |                 | ✓             |                     |



| SCOPE OF WORK                                                                              | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|--------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                            | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
|                                                                                            |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| DC Control Circuitry Inspection, Testing, Maintenance, and Repair (Section 13)             | ✓       | ✓                      | ✓                                 |           |         | ✓             |      | ✓                 | ✓                         |                 | ✓             |                     |
|                                                                                            | ✓       | ✓                      | ✓                                 |           |         |               |      | ✓                 | ✓                         |                 | ✓             |                     |
|                                                                                            | ✓       | ✓                      | ✓                                 |           | ✓       | ✓             |      |                   | ✓                         |                 | ✓             |                     |
|                                                                                            | ✓       | ✓                      | ✓                                 | ✓         | ✓       |               |      |                   |                           |                 |               |                     |
| Protection Communication Systems Inspection, Testing, Maintenance, and Repair (Section 14) |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|                                                                                            |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| Instrument Potential Transformer Inspection, Testing, Maintenance, and Repair (Section 15) |         |                        |                                   |           | ✓       | ✓             |      |                   | ✓                         |                 | ✓             |                     |
|                                                                                            |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| Current Transformer Inspection, Testing, Maintenance, and Repair (Section 16)              | ✓       | ✓                      | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         |                 | ✓             |                     |
|                                                                                            |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| Potential Circuit Tests (Section 17)                                                       | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         |                 |               |                     |
| Battery Inspection, Testing, Maintenance, and Repair Charger (Section 18)                  |         | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
|                                                                                            |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| Annunciator Inspection, Testing, Maintenance, and Repair (Section 19)                      | ✓       | ✓                      | ✓                                 |           |         |               |      |                   | ✓                         |                 |               |                     |
|                                                                                            |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| SCADA Equipment (Section 20)                                                               |         | ✓                      | ✓                                 |           |         |               |      | ✓                 | ✓                         |                 |               |                     |
| Mineral Oil Services (Section 21)                                                          |         | ✓                      | ✓                                 | ✓         | ✓       |               |      |                   | ✓                         | ✓               | ✓             |                     |
|                                                                                            |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| Installation and Replacement of Equipment (Section 22)                                     | ✓       |                        | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
|                                                                                            |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| Live Line Insulator Washing (Section 23)                                                   |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| Ground Grid Inspection, Testing, Maintenance, and Repair (Section 24)                      |         | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         | ✓               | ✓             |                     |





**Provision of Substation and Generating Substation Maintenance  
FMPA ITB# 2022-034**

**Bidders Exceptions and Clarifications**

ABB, Inc.

- **Took exception to FMPA Terms and Conditions; stating that the ABB Standard Terms and Conditions will take precedence over the terms of the bid document. For this reason, FMPA recommends rejecting this submittal. Acceptance of these terms is at the discretion of each Participating Member.**  
*Their terms and conditions are attached for your review.*
- **Took exception to Sections 35, 39, 21, 23 of the terms.**
- **Took exception to Section 2.1 of the specifications; stating ABB will not be held liable for proper function of devices/materials outside ABB expertise.**
- Participating Member is required to pay all reasonable expenses incurred in connection with schedule delay, suspension, or cancellation. It is not limited to demobilization/remobilization, costs of storage, and cancellation charges. The schedule for ABB obligations shall be extended for a period of time reasonably necessary to overcome the effects of schedule delay.
  - Within 7 days prior to commencement of services -\$500 to \$7,500 per resource assigned.
  - Within 72 hours prior to commencement of services -\$2,500 to \$10,000 per resource assigned.
  - Within 24 hours prior to commencement of services -\$2,500 to \$25,000 per resource assigned.
- Invoice to be issued, 100% Upon substantial completion of each scheduled visit.
- Payment terms: Net 30 days from date of invoice
- Pricing does not include any applicable taxes, permits, and licensing fees.
- Four-week notice is required for assigning engineering services.
- Services are considered Substantially Complete when services performed by ABB can be occupied by buyer or buyer can use the services portion for its intended use.
- Cost provided for transportation is considered a non-binding estimate. Due to fluctuating transportation cost, at time of delivery, ABB will invoice actual cost to the Participating Member.
- Participating Member shall be responsible for disposal of waste generated at work site. Be responsible for removal/replacement of any obstructions that interfere with access of existing equipment.
- ABB notes they shall not be liable for material supply, coronavirus outbreaks, or issues with transportation.

ELECTRIC POWER SYSTEMS

- Payment is 30 days from receipt of invoice.
- Additional 10% mark-up apply for materials.
- Crew makeup will be determined by job specific factors including schedule and safety requirements.
- Travel rates are round trip per person.
- Jobs lasting two (2) weeks or more, will incur travel charges every two weeks per person.
- GSA rates for lodging and per diem.



#### ELECTRIC POWER SYSTEMS – cont.

- **EPS provided set up and breakdown rates as Time & Materials, which may present concerns for FEMA reimbursements, should a Member decide to use reimbursements for installation following a storm – FEMA requires that T&M is only acceptable if there are no other rates options available. If T&M is used, there must be a price ceiling. Participating Members may choose to provide the price ceiling in their purchase order.**
- Emergency rates are applicable for first 48 hours; then regular time rates apply.

#### ELECTRICAL ENGINEERING ENTERPRISE

- Took no exceptions
- 2% discount for payment within 15 days.
- Additional 15% mark-up apply for materials.
- Storm/Emergency response is provided at premium time.
- Breakdown/Setup cost is \$250
- Charge for cancellation prior to mobilization is \$750.
- Charge for cancellation after mobilization is \$1,500.
- Per diem charge will be \$300

#### FLO POWER, LLC

- Took no exceptions
- 3% discount for payment within 15 days.
- Additional 16% mark-up apply for materials.
- Cost of \$100 per man, per hour applies to uncoordinated work less than 10 hours notice
- Cost of \$100 per hour, per man, emergency work; plus fleet and tools; except for vacuum processing, rig, generator, and filter press.
- Cost noted for technician includes a helper.
- Cost for electrician includes tools and fleet; does not include vacuum dehydration rig and generator or oil filter press.
- Flo Power provides oversight of fencing, trenching, control building repairs and wiring. Can provide pricing as requested.

#### HITACHI ENERGY

- **Took exception to the FMPA Terms and Conditions; providing a supplemental one-time agreement. stating that where there is conflict between FMPA and the Hitachi terms, their terms will prevail. Where there is no conflict, the FMPA Standard Terms and Conditions will take precedence. Where terms are silent, the Hitachi terms will prevail. For this reason, FMPA recommends rejecting this submittal. Exceptions appear to be: **Warranty, Insurance** (additional insured shall only be to third party claims to the extend caused by negligence), **Limitation of Liability** (Hitachi will not be liable; if so, shall be a not to exceed the PO value), **Termination/Cancellation** (add 40% restocking/handling fee. No return/exchange on non-stock items. No return/exchange after 60 days from factory ship date). **Liquated damages will not apply. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.****
- Any rates not specified in the bid will be per Hitachi's published rate.
- Additional 25% mark-up apply for materials.
- Charge for cancellation prior to mobilization is \$2,500 per person, per hour. Charge for cancellation after mobilization is \$16,110 per person, per hour.
- Cost for mobilization to each located is on a "per person, per hour" basis.
- Cost of \$2,500, plus \$3.50 per mile each way, for vacuum oil processing trailer daily.



#### MP PREDICTIVE TECHNOLOGIES, INC.

- Took no exceptions
- Additional 16.5% mark-up apply for materials.
- Charge for cancellation after mobilization is \$2,000 flat fee.
- Cost of \$500 for any testing equipment that is not "in-house"
- Work schedule is Mon-Fri, 8 hours. Overtime is past 8 hours in a day.
- Overtime, Saturdays, and emergencies are time and a half. Sundays and holidays are double time.

#### NORTH AMERICAN SUBSTATION SERVICES

- **Took exception to: FMPA Liquidated damages** - NASS request that liquated damages shall not exceed 25% of each PO. **Exception to Indemnity** – NASS requested the addition of "mutual of consequential damages" to the end of the Indemnity section of the bid. ***Acceptance of these terms is at the discretion of each Participating Member.***
- Payment is net 30 days.

#### PATTERSON & DEWAR.

- Took no exceptions
- Additional 12% mark-up apply for materials.
- Charge for cancellation after mobilization will be determined at the time based on the job.
- Charge for breakdown/setup will be determined at the time based on the job.
- Per diem charge will be actual costs, typically \$225 for meals and hotel.
- NASS provided a list of testing and commissioning equipment.

#### PREMIER POWER MAINTENANCE

- **Took exceptions to:** PPM request that prior to work, customer will provide to PPM the schedule to ensure they're able to meet the deadline. They request adding the to the following to the **Liquidated Damages** section of the RFP "liquated damages not exceed 5% of the work order". ***Acceptance of these terms is at the discretion of each Participating Member.***
- 2% discount for payment within 10 days.
- Additional 15% mark-up apply for materials.
- GSA rates for lodging and per diem. Emergency rates apply for the first 24 hours, regular rates apply after that.
- Charge for cancellation prior to mobilization is 5% of the project.
- Charge for cancellation after mobilization is mobilization plus 5% of the project.
- Mileage for mobilization to each city is based on 1 round trip.
- Cost for travel is hourly at a rate of \$102.60, and estimated hours to destination.
- Standard crew size for most mobilization will be 2 technicians, unless otherwise stated.
- Cost for storm/emergency work is 1.25x standard rate.
- Mobilizations for a single technician requires the presence of 1 utility member onsite.
- Clarification that the following tasks are performed by 1 technician: Infrared scanning, site inspection, off-site breaker reconditioning.

#### SOUTHERN SWITCH AND CONTACTS

- Took no exceptions
- 2% discount for payment within 10 days.
- Additional 15% mark-up apply for materials.
- Additional charges for rental equipment apply at cost +15% and delivery/pickup adders
- Storm/emergency rate is 2x the rates.
- Assumptions for mobilization: 4-man crew, 1 way trip.
- Charge for cancellation after mobilization is \$500.

#### TAW TECHNICAL FIELD SERVICES, INC.

- Took no exceptions
- Charge for cancellation prior to mobilization is 25% of the project.
- Charge for cancellation after mobilization is 75% of the project.
- Per diem charge will be \$225
- Additional 20% mark-up apply for materials.
- Storm/emergency rate is \$205.50.
- Additional charges 20% applies to markup for rental equipment.

#### TRC

- **Took exception to the FMPA Terms and Conditions sections: 31 Code of Ethics; 32 Collusion; 33 Indemnity; 34 Insurance, TRC to use ISO endorsement for coverage; 35 Warranty; 36 Acceptance of Services; 37 Termination for Default; 38 Termination for Convenience; 39 Liquidated Damages; Liability; 40 Control of Work and Subcontractors; 41 Suspension of Work; 42 Acceptance and Payment for Work Completed; 43 Modification or Withdrawal of bid; and 44 Errors in Bids. For this reason, FMPA recommends rejecting this submittal. Acceptance of these terms is at the discretion of each Participating Member. *Their terms and conditions are attached for your review.***
- Mobilization cost and travel time will be calculated and listed as a separate cost per proposal. No mobilization costs were provided. **FMPA recommends rejecting this submittal. Acceptance is at the discretion of each Participating Member.**
- Charge for cancellation after mobilization is mobilization cost.
- Per diem charge will be GSA rates for lodging and per diem.
- Additional 10% mark-up apply for materials.
- Storm/emergency rate is \$195 per hour, per man.

#### UTILITY ENGINEERING, LLC

- Took no exceptions
- Charge for cancellation after mobilization is mobilization cost.
- Breakdown/Setup cost is \$200
- Per diem charge will be \$180
- Storm/emergency rate is \$150 hourly rate.



**PROPOSAL TO FURNISH AND DELIVER  
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE  
FOR THE FLORIDA MUNICIPAL POWER AGENCY  
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-7.

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

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

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-7.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

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

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Respectfully submitted:

Company Name: ABB Inc.

Signature: Mark Hammes

(Authorized Representative)

Mark Hammes

(Type or Print Name of Signer)

Address: 12722 Hamilton Crossing Blvd  
Carmel, IN 46032

E-Mail Address: mark.hammes@us.abb.com

Telephone Number: 847-921-4331

Toll Free Number: 1800-533-5885 (24/7 emergency service hotline)

Date: November 1, 2022

The signature below is predicated on the use of ABB Standard Terms and Conditions for execution of this contract. ABB Standard Terms & Conditions will take precedence over terms included in this document.



# **FLORIDA MUNICIPAL POWER AGENCY** **Substation and Generating Station Maintenance Services - Bid Form**

|                                                                                                                                                                                                                                                                                                                            |  |                           |  |                                                                                                                                     |  |  |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
| <b>Travel Cost Breakdown:</b>                                                                                                                                                                                                                                                                                              |  | <b>Charge (\$)</b>        |  | Below, please indicate the total travel cost per crew, including mileage and man-hours, from your facility to each individual city. |  |  |  |  |  |
| Mileage rate (\$ per mile)                                                                                                                                                                                                                                                                                                 |  | Included in standard rate |  |                                                                                                                                     |  |  |  |  |  |
| Travel Rate (\$ per hour per man)                                                                                                                                                                                                                                                                                          |  | Same as Standard Rate     |  |                                                                                                                                     |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                            |  |                           |  |                                                                                                                                     |  |  |  |  |  |
| <p>* NOTE: Please refer to the "FMPA Members by Zones" map for locations of zones and the cities therein.</p> <p>In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below.</p> <p align="center">_____</p> |  |                           |  |                                                                                                                                     |  |  |  |  |  |
| <b>Miscellaneous Charges:</b>                                                                                                                                                                                                                                                                                              |  |                           |  | <b>Comments:</b>                                                                                                                    |  |  |  |  |  |
| Charge if work is cancelled prior to mobilization                                                                                                                                                                                                                                                                          |  |                           |  | See ABB Proposal Document 'Price Terms and Conditions'                                                                              |  |  |  |  |  |
| Charge if work is cancelled after mobilization                                                                                                                                                                                                                                                                             |  |                           |  | See ABB Proposal Document 'Price Terms and Conditions'                                                                              |  |  |  |  |  |
| Breakdown and setup costs                                                                                                                                                                                                                                                                                                  |  |                           |  |                                                                                                                                     |  |  |  |  |  |
| Per diem rate if overnight stay is required                                                                                                                                                                                                                                                                                |  |                           |  |                                                                                                                                     |  |  |  |  |  |
| Mark-up rate for materials                                                                                                                                                                                                                                                                                                 |  |                           |  |                                                                                                                                     |  |  |  |  |  |
| Storm/Emergency-related response rate                                                                                                                                                                                                                                                                                      |  |                           |  |                                                                                                                                     |  |  |  |  |  |
| Additional charges (please provide explanation)                                                                                                                                                                                                                                                                            |  |                           |  |                                                                                                                                     |  |  |  |  |  |

| Zone   | Beaches Energy Services | City of Green Cove Springs | City of Starke                 | City of Mt. Dora | New Smyrna Beach Utilities |
|--------|-------------------------|----------------------------|--------------------------------|------------------|----------------------------|
| ZONE 1 | \$925.00                | \$925.00                   | \$925.00                       | \$925.00         | \$925.00                   |
| ZONE 2 | City of Bartow          | City of Wauchula           |                                |                  |                            |
|        | \$925.00                | \$925.00                   |                                |                  |                            |
| ZONE 3 | City of Clewiston       | City of Homestead          | Ft. Pierce Utilities Authority |                  |                            |
|        | \$925.00                | \$925.00                   | \$925.00                       |                  |                            |
| ZONE 4 | Keys Energy Services    |                            |                                |                  |                            |
|        | \$1,850.00              |                            |                                |                  |                            |
| ZONE 5 | Town of Havana          |                            |                                |                  |                            |
|        | \$1,850.00              |                            |                                |                  |                            |



**FLORIDA MUNICIPAL POWER AGENCY**  
**Substation and Generating Station Maintenance Services - Bid Form**

| Hourly Charges:                                                                  | Charge (\$)   | Comments:                                                                                       |
|----------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------|
| Hourly Cost (Straight Time) for <del>Technician</del> Field Engineer             | \$231.25      | \$1,850.00 daily rate min of 8hr per scheduled day                                              |
| Overtime Hourly Cost for <del>Technician</del> Field Engineer                    | \$346.87      | \$2,775.00 daily rate min of 8hr per scheduled day                                              |
| Premium Hourly Cost for <del>Technician</del> Field Engineer                     | \$462.50      | \$3,700.00 daily rate min of 8hr per scheduled day                                              |
| Hourly Cost (Straight Time) for <del>Technician Supervisor</del> Field Engineer  | \$231.25      | \$1850.00 daily rate min of 8hr per scheduled day                                               |
| <b>Hourly Charges:</b>                                                           |               |                                                                                                 |
| Hourly Cost (Straight Time) for <del>Electrician</del> Field Engineer            | Same as above | Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary. |
| Overtime Hourly Cost for <del>Electrician</del> Field Engineer                   | Same as above | Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary. |
| Premium Hourly Cost for <del>Electrician</del> Field Engineer                    | Same as above | Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary. |
| Hourly Cost (Straight Time) for <del>Electrician Supervisor</del> Field Engineer | Same as above | Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary. |

# DRUG-FREE WORKPLACE COMPLIANCE FORM

## IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that  
ABB Inc. does:  
(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Mark Hammes

Vendor's Signature

11/1/2022

Date

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



**AFFIDAVIT OF COMPLIANCE**  
**FMPA ITB # 2022-034**

\_\_\_\_\_ We DO NOT take exception to the Bid Specifications.

  **x**   We TAKE exception to the Bid Specifications as follows:

Refer to ABB Proposal document Sections 5 & 6 for Clarifications and Exceptions

Exception taken to TC item 35 See ABB proposal document.

Exception taken to SGSM item 39 See ABB Proposal Document.

Exception taken to SGSM item 21. See ABB Proposal Document

Exception taken to SGSM item 23. See ABB Proposal Document

Exception taken to SGSM item 2.1 ABB will/can provide visual inspections however ABB will not be held liable for the proper function of devices/materials outside ABBs expertise. This includes but is not limited to fire extinguishers and eye wash stations.

Company Name: ABB Inc.

By: Mark Hammes  
(Authorized Person's Signature)

Mark Hammes  
(Print or type name and title of signer)

Company Address: 305 Gregson Drive, Cary, NC 27511

Telephone Number: 847-921-4331

Toll Free Number: 1800-533-5885 (24/7 emergency services hotline)

Fax Number: \_\_\_\_\_

Date: 11/1/2022

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

\_\_\_\_\_

AOC - 1



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

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

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

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

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

Mark Hammes

Signature of Contractor's Authorized Official

Mark Hammes - Director - Application Engineering & Proposals

Name and Title of Contractor's Authorized Official

11/1/2022

Date

## Compliance Declaration

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

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Regarding Sections 61 through 72 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement  
Remedies  
Equal Employment Opportunity  
Contract Hours and Safety Standards Act  
Clean Air Act  
Federal Water Pollution Control Act  
Access to Records  
Suspension and Debarment  
Byrd Anti-Lobbying Amendment  
Procurement of Recovered Materials  
DHS Seal, Logo, and Flags  
Domestic Preference

*Mark Hammes*

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Signature of Contractor's Authorized Official

Mark Hammes - Director Application Engineering & Proposals  
Name and Title of Contractor's Authorized Official

11/1/2022  
Date



## DECLARATIONS AND SIGNATURES

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

Dated at 12:46 PM this 1 day of November, 2022.

Proposer Mark Hammes

By Mark Hammes Mark Hammes  
Signature Printed or Typed Name

Title Director - Application Engineering & Proposals

Complete Business Address of Proposer: 12722 Hamilton Crossing Blvd  
Carmel, IN 46032

State of Incorporation North Carolina

Complete Address of Principal Office 305 Gregson Drive  
Cary, NC 27511

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

Alfredo Huete  
13115 SW 109 Ct  
Miami, FL 33176

Telephone (305) 282-0970 Fax ( )

E-Mail alfredo.huete@us.abb.com



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

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

STATE OF Indiana

COUNTY OF Allen

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

1. The business name and address of ARB Inc - 12722 Hamilton Crossin Blvd  
[name of bidder or contractor]

is 12722 Hamilton Crossin Blvd, Carmel IN 46032

2. My relationship to ARB Inc  
[name of bidder or contractor]

is Director Applications Engineering & Procurement  
[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

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

AOC - 5

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

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

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

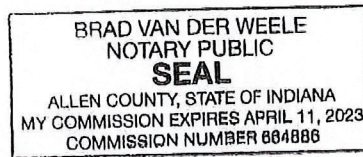
Sworn to and subscribed before me in the state and county first mentioned

above on the 1<sup>ST</sup> day of NOVEMBER, 2022.

[Signature]

Notary Public

(Affix Seal)



APRIL 11, 2023

My Commission Expires

BRAD VAN DER WEELE

Type or Printed Name

[Signature]

Signature

MARK HAMPER

Printed Name

Dir - Application Eng. - Proposals

Title

11/1/2022

Date



### DISPUTE DISCLOSURE

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

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

YES ☐ NO ☒

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

YES ☐ NO ☒

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

YES ☐ NO ☒

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

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

**Project: FMPA ITB# 2022-034**

ABB Inc.

\_\_\_\_\_  
Firm

11/1/2022

\_\_\_\_\_  
Date

*Mark Hammes*

\_\_\_\_\_  
Authorized Signature

Director - Application Engineering & Prop.  
\_\_\_\_\_  
Officer Title

Mark Hammes

\_\_\_\_\_  
Printed or Typed Name

AOC - 7





Parts & Service: 1-888-434-7378

|                      |                      |
|----------------------|----------------------|
| <b>QUOTATION NO.</b> | AH676935-1022-JWV-R0 |
| <b>DATE</b>          | 10/24/2022           |

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

**BUYERS INFORMATION:**

|                     |                                                    |
|---------------------|----------------------------------------------------|
| Quote Requested by  | Sharon Samuels                                     |
| Company             | Florida Municipal Power Agency                     |
| Address             | 8553 Commodity Cir,<br>Orlando, Florida 32819-9002 |
| Phone               |                                                    |
| Email               |                                                    |
| Service Contact     | Same                                               |
| Phone               | Same                                               |
| <b>BUYER PO NO.</b> | TBD                                                |
| <b>SAP #</b>        | 9033248                                            |

**SUBMIT PURCHASE ORDER TO:**

**ABB INC.**

|             |                                     |
|-------------|-------------------------------------|
| ABB Contact | Alfredo Huete                       |
| Address     | 305 Gregson Drive<br>Cary, NC 27511 |
| Phone       | 305 282 0970                        |
| Email       | Alfredo.huete@us.abb.com            |

**PLEASE REFERENCE PROPOSAL NO. ON ALL PURCHASE ORDERS**

**REMIT PAYMENT TO:**

**ABB INC.**

29713 Network Place  
Chicago, IL 60673-1297

**Work Services Description**

ABB is pleased to offer this firm fixed daily rate, per resource, for the services outlined below at the Florida Municipal facility locate in various location across Florida (see section 2 below).

**Scope of Supply:**

1. Services:

- a. Upon receipt of an acceptable purchase order, ABB will schedule the appropriate resource to perform the services once the customer provides a firm date of service.
- b. Upon completion ABB will provide a field service report detailing the services performed, test results, and recommendations for future service.

2. Site Equipment:

- a. The proposal is for the Provision of Substation and Generating Station Maintenance for the following FMPA Members:
  - i. Beaches Energy Services
  - ii. City of Bartow
  - iii. City of Clewiston
  - iv. City of Green Cove Springs
  - v. City of Homestead
  - vi. City of Mount Dora
  - vii. City of Starke
  - viii. City of Wauchula
  - ix. Ft. Pierce Utilities Authority
  - x. Keys Energy Services
  - xi. New Smyrna Beach Utilities
  - xii. Town Of Havana





3. ABB Supplied Equipment:
  - a. ABB will supply the requisite (calibrated) testing equipment for use during the activities below.
4. Work Scope:
  - a. To provide work scope as instructed by FMPA staff.
    - i. Please see Comments/Clarifications/Exceptions in Sections 5 & 6.
5. Comments / Clarifications
  - a. Customer shall advise ABB in writing of all applicable site-specific health, safety (training), security and environmental requirements and procedures.
  - b. Customer shall provide craft labor to assist with the listed scope of work at ABB's direction.
  - c. All Protective settings shall be provided by others and are not included within this proposal.
  - d. All equipment must be de-energized and properly isolated prior to the start of work.
  - e. Price is contingent upon continuous, unobstructed access to de-energized equipment.
  - f. Customer shall provide one copy of existing system schematics, drawings, and other equipment/site, and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
  - g. Customer shall provide temporary power and lighting as required for testing.
  - h. TC item 34, Abb does not procure insurance for any specific project.
  - i. SGSM 1.3.1 ABB is a potential manufacturer and/or supplier of equipment.
  - j. SGSM Item 1.3.1 ABB will service equipment up to 27KV
  - k. SGSM item 9.1 Oil di-electric & DGA tests will require a 3<sup>rd</sup> party and will be invoiced at \$298.00.
  - l. ABB Terms and Conditions specifically mentioned in this section will apply.
  - m. See ABB Terms and Conditions regarding Limited Liability.
  - n. See ABB Terms and Conditions regarding Environmental Health and Safety Matters.
  - o. See ABB Terms and Conditions Force Majeure.
6. Exceptions
  - a. Exception taken TC Item 35. Abb standard warranty will apply. See Warranties and Remedies under ABB Standard Terms and Conditions, section 8.
  - b. Exception taken TC Item 39, payment of liquidated damages by Awarded Bidder shall be Participant's sole and exclusive remedy for delay. Exception taken to item b, other is not defined. Damages are limited to 5% of specific individual site visit.
  - c. Exception taken to SGSM item 21.
  - d. Exception taken to SGSM item 23.
  - e. Exception taken to SGSM item 2.1 ABB will/can provide visual inspections however ABB will not be held liable for the proper function of devices/materials outside ABBs expertise. This includes but is not limited to fire extinguishers and eye wash stations.
7. Schedule:
  - a. Quoted work assumes all work to take place during regular business hours excluding weekends and ABB recognized holidays. Hourly charges for ABB service to be based upon date/time requested.
  - b. All service quoted on contingent upon straight time (normal business) hours. If services are required to be performed on an overtime and/or double time schedule, prices quoted are subject to increase.
  - c. Please note that advanced notice of four (4) weeks is required for assigning local field engineering resources. Less than four (4) weeks' notice may require the use of non-local resources resulting in additional travel and living costs.
  - d. Any delays or extra work incurred while the quoted work is being performed as a result of malfunctions or deficiencies encountered with equipment, unless caused by ABB will be





addressed in the form of a written change order and charged at the agreed upon rate shown in tables below.

### Price, Terms and Conditions

ABB will accomplish the above-described work scope for daily rate per resource as shown in the tables below.

|                                                 | Straight time | Over Time  | Double time |
|-------------------------------------------------|---------------|------------|-------------|
| Daily Cost for Field Service Engineer (8hr/day) | \$1,850.00    | \$2,775.00 | \$3,700.00  |

| Zone   | Travel Cost per Field Service Engineer |
|--------|----------------------------------------|
| Zone 1 | \$925.00                               |
| Zone 2 | \$925.00                               |
| Zone 3 | \$925.00                               |
| Zone 4 | \$1,850.00                             |
| Zone 5 | \$1,850.00                             |

|              |                         |
|--------------|-------------------------|
| Mileage Rate | Included in Travel Cost |
|--------------|-------------------------|

|                           |       |
|---------------------------|-------|
| Per Diem Rate (Overnight) | \$200 |
|---------------------------|-------|

|                            |            |
|----------------------------|------------|
| Mark-UP Rate For Materials | Cost + 35% |
|----------------------------|------------|

|                                                                      |                      |
|----------------------------------------------------------------------|----------------------|
| Less than 24-hour response for Strom/Emergency-Related Response Rate | 140% of Quoted Rates |
|----------------------------------------------------------------------|----------------------|

- Cancellation Charges
  - Buyer shall pay all reasonable expenses incurred by ABB in connection with a schedule delay, suspension, or cancellation, including, but not limited to, demobilization/remobilization, costs of storage during suspension or schedule delay, and cancellation charges. The schedule for ABB's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension or schedule delay.
    - Order Cancellation or suspension – Schedule of Charges
    - Within seven (7) days prior to commencement of Services = \$500 - \$7500 per resource assigned
    - Within 72hrs prior to commencement of Services = \$2500 - \$10,000 per resource assigned





- Within 24hrs prior to commencement of Services = \$2500 - \$25,000 per resource assigned
- Invoice to be issued as follows:
  - 100% Upon substantial completion of each scheduled visit.
- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.

The sale of any service and products, and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation and "ABB Inc. General Terms and Conditions of Sale (2022-01 U.S.)" as attached hereto. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon ABB unless specifically agreed to in writing by ABB's authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and ABB's performance of work shall constitute assent to the terms and conditions. Oral agreements and/or commitments to perform services are not enforceable.

If this contract is for the direct or indirect sale to any entity of and/or funded in whole or part of the U.S. government, then Buyer agrees that all products and services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this contract, the country of origin of products is unknown unless otherwise specifically stated by Seller in this contract. If Buyer is procuring the products or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the contract price.

#### **Additional Services**

Should the Buyer desire to have ABB perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that work is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in Attachment "A".

#### **Consideration on 2019-nCoV (Coronavirus Outbreak)**

If after submission of ABB's bid or during the term of the agreement there are any measures taken by authorities, by ABB or others in connection with the current coronavirus (2019-nCoV) outbreak which affect the performance of the agreement, the parties agree that ABB will be entitled to cost compensation, time extension, or other reasonably required contract adjustments if any consequences in any way related to the coronavirus outbreak lead to delays in delivery of goods or provision of services or otherwise affect ABB's contractual obligations or duties.

#### **Consideration for Material Supply**

The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually





agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

#### **Consideration for Transportation**

The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

#### **Buyer's Responsibilities**

The Buyer's responsibilities shall include, but are not limited to, the following:

- Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.
- Prior to the start of the on-site work, Buyer shall familiarize ABB personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. ABB shall be under no obligation to commence work unless safety practices are acceptable to ABB. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.
- Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment
- Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
  - Directing ABB personnel in identifying and isolating the proper electrical equipment.
  - Shutting down electrical equipment in an emergency and providing emergency response during high-risk operations including electrical work when a single ABB representative is dispatched. This person must be visually present during all electrical work and high-risk operations. If not present, then ABB will stop work and notify the Buyer.
  - Complying with OSHA 1910.269(l)(1) and 1910.269(b)
- Buyer will provide all "special" maintenance tools including closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, of required, will be the responsibility of the Buyer.
- Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
- Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
- Buyer to provide craft labor with tools and equipment to assist field engineer working on site, if necessary.





- Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to ABB, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.
- Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
- Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of ABB to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. ABB would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

#### **Assumptions and Clarifications**

- Any items or services not specifically outlined herein are not included.
- ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.
- With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.
- Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the Buyer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field engineers, field engineering service technicians and/or craftsmen.
- ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods and conditions, if any, are outside the scope of this proposal.
- Schedule: Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of ABB employees' travel from their headquarters to work site and return, shall be considered as time worked. ABB typically requires a minimum four (4) weeks advance notice to ensure availability of resources.
- The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and ABB's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion. "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.

ABB INC.

BUYER:





|        |                          |      |     |
|--------|--------------------------|------|-----|
| By:    | Alfredo Huete            |      |     |
| Title: | Sales Manager            |      |     |
| Email: | Alfredo.Huete@us.abb.com |      |     |
| Phone: | 305 282 0970             | Fax: | N/A |

|          |             |       |  |
|----------|-------------|-------|--|
| Company: |             |       |  |
| By:      | (Signature) |       |  |
| Title:   |             |       |  |
| Email:   |             | Date: |  |

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of ABB.



|                      |                      |
|----------------------|----------------------|
| <b>QUOTATION NO.</b> | H7424398-1125-CJD-R2 |
| <b>DATE</b>          | December 19, 2025    |

**BUYERS INFORMATION:**

|              |                                             |
|--------------|---------------------------------------------|
| Requested by | Wayne Zimmerman                             |
| Company      | City of Mt. Dora                            |
| Address      | 510 N Baker St<br>Mount Dora, FL 32757-5521 |
| Phone        |                                             |
| Email        | zimmermanw@ci.mount-dora.fl.us              |
| RE:          | R-Mag Breaker                               |
| GUID/ICV No. | G01586969                                   |

**NOTICE:** This quotation is void unless accepted within 30 days from the date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

|              |                          |
|--------------|--------------------------|
| ABB Contact: | Alfredo Huete            |
| Phone:       | (305) 282-0970           |
| Email:       | Alfredo.huete@us.abb.com |

**REFERENCE QUOTATION NO. ON ALL PURCHASE ORDERS**

**ADDRESS PURCHASE ORDER TO:**

ABB INC.  
305 Gregson Drive  
Cary, NC 27511

**REMIT PAYMENT TO:**

ABB INC.  
PO Box 88868  
Chicago, IL 60695-1868

**Work Services Description:**

ABB is pleased to offer this firm fixed price proposal for the services outlined below at the City of Mt Dora facility located in Mt. Dora, FL.

**Site Address:**

City of Mt Dora  
900 North Donnelly Street  
Mount Dora, FL 32757

**Scope of Supply:**

**1) Services:**

- a) Upon receipt of an acceptable purchase order, ABB will schedule the appropriate resource to perform the services once the customer provides a firm date.
- b) Upon completion ABB will provide a field service report detailing the services performed, test results and recommendations for future service.

**2) Site Equipment:**

- a) Qty. (1) existing 15 KV Outdoor Circuit Breaker

**3) ABB Supplied Equipment:**

- a) ANSI Dead Tank Vacuum Magnetic Circuit Breaker R-MAG,
  - i) Types Rating: MB1113 - 15.5 kV 1250 A 110 kV BIL 20 kA
  - ii) Voltage: 15.5 kV
  - iii) BIL: 110 kV BIL
  - iv) Interrupting Current: 20 kA
  - v) Special relay - 0351S6X3E3E5421
- b) ABB will supply the requisite (calibrated) testing equipment for use during the activities below.

#### 4) Work Scope:

- a) ABB to provide qty. (1) R-Mag ANSI Dead Tank Vacuum Magnetic Circuit Breaker
  1. Types Rating - MB1113 - 15.5 kV 1250 A 110 kV BIL 20 kA
  2. Voltage - 15.5 kV
  3. BIL - 110 kV BIL
  4. Interrupting Current - 20 kA
  5. Power Frequency - 60 Hz
  6. Auxiliary Switches - 0 - (1) 20 deck snap action rotary switch.
  7. CTs 1-3-5 - L - 1 Set 1200/5 C400 TR 2.00 (4.12") 1 set of 1200/5 C400 Bushing Current Transformers on bushings 1-3-5. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
  8. CTs 2-4-6 - N - No current transformers supplied.
  9. Enclosure Material - N - NextGeneration R-MAG Cabinet (15kV, 1200A).
  10. BCT Shorting Type - Standard shorting type terminal blocks.
  11. BCT Wiring - #12 AWG wire. All taps wired to terminal blocks.
  12. ED2.0 board - H - 85-264 VAC or 77-280 VDC High Voltage Board (15.5 kV)
  13. Control Voltage - 5 - 125 VDC Operating Voltage
  14. Circuit Protection - K - Fused knife switches provided for control circuits
  15. Bushing Type - Standard Bushing (15.5 kV, 1200 A, 110 kVBIL) Six ANSI-70 gray Porcelain Bushings Standard creepage: 17.50in. (445 mm) – 12 THDS copper stud bushing.
  16. Bushing Terminal Connectors - 4 - Stud to 4-hole NEMA pad connectors
  17. Control Type - M - Relay (Microprocessor)
  18. Panel Configuration - Z - Special panel
  19. Control Wiring - #14 AWG; Control Wire as required
  20. Control Wiring Lugs - Insulated wiring lugs provided
  21. Control Terminal Blocks - Standard terminal blocks as required
  22. Heaters - (2) 240 VAC, 375 Watt heaters provided; one for the low voltage compartment and one for the high voltage compartment.
  23. Local/Remote Switch - No local/remote switch provided
  24. Test Switches - No test switches provided
  25. Digital Meters - No digital meters provided
  26. Thermostats - (1) Standard thermostat included. Operating Range: 70°F to 80°F
  27. Wire Markers - No wire markers provided
  28. Control Switch - No control switch provided
  29. Legacy Material - No
  30. Special Final Assembly - Special Final Assembly None
  31. Shipping Special - Special Shipping Requirements No
  32. Seismic Option - No Seismic qualification is being provided
  33. Dynamic Accessories - 120 VAC relay cabinet light mounted inside relay control cabinet
  34. Dynamic Accessories - ED2.0 Capacitor discharge switch
  35. Dynamic Accessories - Device Nameplates
  36. Dynamic Accessories - External bushing identification stickers on roof
  37. Dynamic Accessories - 120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet
  38. Special relay - 0351S6X3E3E5421
  39. Termination Count - Termination Count 350-500
  40. CT Count - CT Count - 3 CT's
  41. Capacitors' Count - 2 capacitors
  42. ABB R-Mag Breaker mechanical and electrical drawings
  43. Relay SEL 05351S6X3E3E5421 drawings
  44. Breaker to Relay Electrical Control drawings

#### b) MV Circuit Breaker Installation:

- i) Pre-outage meeting with customer.
- ii) Prep and travel the necessary Field Resource(s) to customer site.
- iii) Install new concrete pads at the designated location for the new MV Breaker.
- iv) Install and commission the newly provided ABB 13.8kV breaker.



- v) Provide & erect steel beam for supporting the new MV cabling & MV breaker, control room including fiber optic cable.
- vi) Grounds at 69 kV side
- vii) All work is to be performed in accordance with NFPA 70E.

**c) Start-up and commissioning**

- (1) Circuit Breaker
- (2) Perform visual inspection of circuit breaker and verify ratings.
- (3) Perform primary contact resistance check for each breaker phase using a digital low resistance ohm meter.
- (4) Measure insulation resistance for each breaker in the closed position, phase-to-phase, and phase-to-ground.
- (5) Perform vacuum integrity test (High-Pot test) on vacuum bottles of each circuit breaker.
- (6) Verify proper operation of circuit breaker interlocks.
- (7) Verify proper operation of the circuit breakers – Manual and Electric open/close/charge.
- (8) Relays / Metering
- (9) Prior to energizing meters/relays, verify control voltage is within proper operating range for equipment.
- (10) Power up relay and verify “self-test” successful.
- (11) Verify/program electronic relays/meters with appropriate CT & PT ratios.
- (12) Program relays with customer provided setting files created with appropriate manufacturer’s software format.
- (13) Test relay operating time /current curves using appropriate secondary current injection test equipment.
- (14) Test and verify metering inputs (Current and voltage).
- (15) Verify contact output functions with regards to protection and monitoring functions based on as built drawings.
- (16) Cycle control power and confirm setting files remain unchanged.
- (17) Backup individual relay protection files reflecting any adjustments made during startup and commissioning.
- (18) Provide an engineering appraisal report containing the test data sheets from the equipment check-out and verifying the equipment is ready for service.

**d) Drawings**

- i) Mount Dora will be responsible for updating any existing drawings needed to incorporate this breaker addition
- ii) ABB will provide:
  - (1) ABB R-Mag Breaker mechanical and electrical drawings
  - (2) Relay SEL 05351S6X3E3E5421drawings
  - (3) Breaker to Relay Electrical Control drawings
- iii) ABB Subcontractor will provide:
  - (1) Drawing for the A- Frame Structure Steel Beam
    - (a) Descriptive specification for the A-Frame Connection to existing bus Drill / Weld existing A-Frame, Retaining Bolt Size, Material, Grade
    - (b) Drawings will be reviewed and approved by PE.

**5) Comments/Clarifications/Exceptions:**

Items included in above work scope:

- (3) MV Disconnects, New steel I-Beam, Equipment pads, Grounds at 69kv side, Snow fence for work area.
- Note: Due to the volatility of pricing on certain types of material and eliminating unnecessary contingencies, we have based our proposal on current pricing levels for PVC, aluminum, steel, and copper.

a. Not included in above work scope (\*To be Supplied by Customer/Others):

Payment & performance bonding, Permitting, Relay settings, Excavation & rock removal, Fence removal / reinstallation, Animal guards at disconnects.

- b. Note: All Protective settings shall be provided by others and are not included within this proposal.
- c. SEL Part number 0351S613B35542X is no longer available. ABB is providing SEL part number 0351S6X3E3E5421.
- d. Customer shall advise ABB in writing of all applicable site-specific health, safety (training), security and environmental requirements and procedures.
- e. ABB assumes that prevailing wage is not applicable for the worksite unless otherwise stated.
- f. Additional scope or time required to complete the above work scope will be addressed in the form of a written change order and charged at ABB's currently published rates.
- g. All protective settings shall be provided by others and are not included within this proposal.
- h. All equipment must be de-energized and properly isolated prior to the start of work.
- i. Price is contingent upon continuous, unobstructed access to de-energized equipment.
- j. Customer shall provide one copy of existing system schematics, drawings and other equipment/site and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- k. Customer shall provide temporary power and lighting as required for testing.
- l. Breaker Foundation installation will follow Drawing Detail S-315-C17**
- m. SEL relay integration into the Mount Dora RTAC is by others.**
- n. Breaker Relay Integration into the HMI is by others.**
- o. Protection and Control T3 Bus Integration and Logic Update drawing S3152631D is by others.**
- p. ABB assumes that prevailing wage is not applicable for the worksite unless otherwise stated.
- q. ABB Electrification Service will provide the services described above only. Any additional repairs, parts or equipment required will be quoted as a Change Order upon discovery; same day repair is not guaranteed.
- r. All protective settings shall be provided by others and are not included within this proposal.
- s. Customer shall provide craft labor to assist ABB in performance of the quoted scope of work.
- t. Equipment must be de-energized and fully isolated for service. Customer to coordinate all outages, de-energize and re-energize all equipment as required.
- u. Customer shall provide temporary power and lighting as required for testing.
- v. Customer is to provide a qualified electrician to assist ABB Field Resources in orientation and to ensure proper safety lockout procedures are in place.
- w. Customer is responsible for disposal of removed parts and any waste generated during onsite work.
- x. Customer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- y. The customer will provide all "special" maintenance tools including closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- z. Customer shall Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.
- aa. Customer shall advise ABB in writing of all applicable site-specific health, safety (training), security and environmental requirements and procedures.
- bb. Any startup efforts or testing not described above are not included.
- cc. Any items or services not specifically outlined herein are not included. Additional iterations/changes will be on a change order basis.
- dd. Price is contingent upon continuous, unobstructed access to de-energized equipment.
- ee. Any equipment or scope of work not listed above or quantities not identical to quantities listed above are not included in this proposal and will be charged at the applicable rates.
- ff. In the event of unforeseen work delays beyond the control of ABB, standby time will be charged.
- gg. ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment

and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.

- hh. Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the customer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field resources, service technicians and/or craftsmen.
- ii. ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods and conditions, if any, are outside the scope of this proposal.
- jj. Spare parts (if required) are NOT included. If additional parts are required ABB will quote these after discovery.
- kk. Should Customer desire to have ABB perform work beyond the scope of work described in this proposal or should unforeseen work delays beyond the control of ABB occur, published rates in effect at the time of performance for changes in the work or delays will apply for all ABB project management personnel, field engineering service, and craftsmen. The price for additional materials, labor, or subcontractors will be based on ABB's cost plus 35%. With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.
- ll. ABB reserves the right to reject any portion of the work if, upon inspection, the safety or operational procedures of the job violate standard company practice.
- mm. Emergency services are not included in this proposal.
- nn. Any items or services not specifically outlined herein are not included.

## 6) Schedule:

- a) Estimated equipment delivery is 30-34 weeks after acceptance of order. Actual delivery schedule is subject to change and will be determined at the time of order.
- b) ABB *estimates* the work scope to take place (Fall of 2026) over fifteen (15) business day(s), utilizing the necessary field resource(s) working fifteen (15) eight-hour shift(s), Monday - Friday.
- c) **The work described herein will be scheduled on dates and at times which are mutually agreeable between Customer and ABB.** Unless otherwise agreed upon in advance, it shall occur in an uninterrupted and sequential fashion. If the work is caused to be interrupted by or for the convenience of Customer or cannot be performed according to the agreed upon project schedule, there will be separate charges for multiple trips and rescheduling of ABB personnel.
- d) Working hours are defined as follows:
  - i) Straight time shall consist of eight (8) hour workdays, Monday through Friday.
  - ii) Overtime shall consist of any hours worked on a daily basis beyond the normal workweek hours, and work or travel performed on Saturday, in excess of eight (8) hours worked on Saturdays.
  - iii) Double time shall consist of hours worked or traveled over twelve (12) hours performed on weekdays and all hours worked on Sundays and on ABB holidays.
- e) Any work to be performed during overtime, weekends, or holidays will add additional costs.
- f) Please note that an advance notice of four (4) weeks is generally required for assigning ABB Field Resources. Less than four (4) weeks' notice may require the use of non-local resources resulting in additional travel and living costs.
- g) The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and ABB's standard warranty shall provide coverage (when



applicable) for issues that occur after “Substantial Completion. “Final Project Completion” shall be reached when all contractual responsibilities have been met and the final bill issued.

- h) Any delays or extra work incurred while the quoted work is being performed as a result of malfunctions or deficiencies encountered with equipment, unless caused by ABB will be addressed in the form of a written change order and charged at ABB’s currently published rates.

#### **Price, Terms and Conditions:**

ABB will accomplish the above-described work scope for the firm fixed price of **\$299,250.00 USD** which includes the cost of travel, travel time and accommodations utilizing local resources.

- Invoice to be issued as follows:
  - 50% upon receipt of an acceptable purchase order
  - 50% upon substantial completion of the onsite work scope.
- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.
- Warranty: 12 months from installation from installation or 18 months from shipment, whichever comes first.

#### **T&Cs - As per agreement between the city of Mount Dora and ABB Inc. dated and signed on May 2023.**

##### **Order Cancellation or suspension – Schedule of Charges:**

Any service purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges including but not limited to, fees for services performed prior to the effective date of notice of termination, costs incurred by ABB for services not yet completed (including committed resources, subcontractor obligations, and mobilization expenses), and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total service price to compensate for disruption in scheduling, resource allocation, and other indirect costs.

The sale of any services and products, as well as their integration ordered by the Buyer, is contingent upon the terms and conditions outlined in this quotation and the attached “ABB Inc. General Terms and Conditions of Sale (2024-02 U.S.—ELSE).” Any additional or differing terms proposed by the Buyer will not be accepted and will not be binding on ABB unless expressly agreed to in writing by an authorized representative of ABB. Any order, statement of intent to purchase, or direction to perform work, along with ABB’s execution of the work, will signify acceptance of the terms and conditions. Oral agreements or commitments to perform services are not enforceable.

All quoted or agreed prices may be revised at any time due to: (i) a increase in component, raw material, or energy costs; or (ii) governmental actions, including new or increased tariffs.

#### **Supersedes Article 29 of the ABB Inc General Terms and Conditions of Sale (2024-02 U.S.--ELSE)**

(a) This Article 29 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of “commercial-off-the-shelf” (“COTS”) or “commercial item” as those terms are defined in Federal Acquisition Regulation (“FAR”) 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB’s Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions.

Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

ABB makes no representation that the quoted product(s) comply with any US federal or state government imposed domestic product preference (e.g., Buy America, Buy American) or other government imposed specific requirements. To the extent that Federal government Build America, Buy America Act or other State government domestic product preference requirements are applicable to this contract, the country of origin of products is unknown unless otherwise specifically stated by Seller. Buyer shall indemnify Seller against all claims by such applicable government entity for non-compliance with any undisclosed requirements.

### Consideration for Material Supply

The Parties are aware of the shortage of raw materials and electronic components worldwide, which is likely to last for the foreseeable future, as well as market fluctuations in the availability and cost of other raw materials, commodities, critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract, terms and conditions, or purchase order, if after the date of ABB's proposal or offer, or during the term of the performance of the contract or purchase order, there are any changes to availability and/or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of performance or delivery of the directly or indirectly affected scope of work under the contract or purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract or purchase order date of delivery or completion. The Customer hereby acknowledges and agrees that in such circumstances, ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

### Consideration for Transportation

The offer is based on the specified Incoterms. Given the current fluctuations in transportation costs, these may be listed as a separate line item and should be regarded as a non-binding estimate reflecting current market prices. At the time of delivery, ABB will strive to secure optimal transport arrangements, and the actual cost will be invoiced to the Purchaser. ABB will not be liable for any increase in transportation costs at the time of delivery.

#### ABB INC.

|        |                              |
|--------|------------------------------|
| By:    | Alfredo Huete                |
| Title: | Business Development Manager |
| Phone: | (305) 282-0970               |
| Email: | alfredo.huete@us.abb.com     |

#### BUYER:

|          |             |       |  |
|----------|-------------|-------|--|
| Company: |             |       |  |
| By:      | (Signature) |       |  |
| Title:   |             |       |  |
| Email:   |             | Date: |  |

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of ABB.

## Electrification Service U.S.A. Service Rates



Jan 1, 2026

ABB Inc. maintains a complete staff of Field Service personnel who are available to provide advisory assistance, installation, inspection, commissioning, testing, troubleshooting, start up, engineering studies, maintenance and repair services of both ABB and non-ABB electrical apparatus.

### 8-Hour Daily Rates

| Classification                       | Weekday        | Saturday       | Sunday<br>Holiday |
|--------------------------------------|----------------|----------------|-------------------|
| Field & Service Center               |                |                |                   |
| Class I - Specialized Field Engineer | \$3,402        | \$4,946        | \$6,514           |
| <b>Class II - Field Engineer</b>     | <b>\$2,786</b> | <b>\$4,034</b> | <b>\$5,282</b>    |
| Class III - Service Technician       | \$2,178        | \$3,122        | \$4,066           |
| Phone Support                        |                |                | \$2,000/case      |
| Emergency Standby Retainer           |                |                | \$7,000/month     |

### Tooling Rates

|                               |                         |
|-------------------------------|-------------------------|
| IR Camera                     | \$150/day, \$600/week   |
| Primary Current Injection Set | \$500/day, \$2,000/week |
| Relay Test Set                | \$600/day, \$2,400/week |
| Power Factor Test Set         | \$600/day, \$2,400/week |

### Class I – Specialized Field Engineer

The Specialized Field Engineer has specialized educational and factory training and experience in design, assembly, installation, and testing. This person is required for installation, commissioning, repair, service, maintenance, and upgrade work associated with:

- Paralleling Switchgear
- Medium Voltage Synchronous Motor Controls
- Automatic Throw Over Controllers (PLC)
- Gas Insulated Switchgear (GIS)
- Entellisys Switchgear
- Specialty power system studies, including Harmonic, Transient Switching, Load Flow, and Grounding

### Class II – Field Engineer

The Field Engineer has specific factory training and experience. This person can act as a consultant for customer's personnel with respect to correct installation, testing, maintenance, commissioning, or service requirements consistent with ABB guidelines.

### Class III – Service Technician

The Service Technician has craft trade training along with selective factory training.

For more information contact your local ABB office or call our 24x7 customer service center at

**1-888-434-7378 or 540-387-8617**  
for legacy GE products

**1-800-HELP-365 (1-800-435-7365)**  
for legacy ABB products

### Typical Field Services, Repairs, and Product Support

- Low / Medium Voltage Switchgear, GIS Switchgear, Protective Relays, and Circuit Breakers
- Low / Medium Voltage Motor Control Centers
- Low / Medium Voltage Busduct
- Medium Voltage Load Interrupter Switches
- Automatic Transfer Switches
- Transformers
- Programmable Logic Controllers
- Power System Studies

### Rate Terms

|                                                          |          |             |
|----------------------------------------------------------|----------|-------------|
| 1. Work greater than 8 hours per day is billed per hour: | Overtime | Double Time |
| Class I - Specialized Field Engineer                     | \$582.00 | \$778.00    |
| Class II - Field Engineer                                | \$468.00 | \$624.00    |
| Class III - Service Technician                           | \$354.00 | \$472.00    |

For less than 24-hour response, a 1.40 multiplier is used for all rates.

Overtime applies to billable weekday hours 9-12 or outside of 7:00am to 6:00pm. Double Time applies to billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

2. Preparation, travel, and report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round-trip basis with point of departure based on the location of the ABB Representative's office/service center.

3. Additional travel and living expenses include:

|                                 |               |
|---------------------------------|---------------|
| Overnight stay                  | \$270 per day |
| Air Travel / Rental Car charges | Cost + 20%    |

**Notes:** Additional T&L charges may apply for high cost of living areas.

4. Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local ABB representative for a local per diem rate.
5. Materials, subcontract labor and equipment if required will be provided at cost + 35%.
6. All equipment is delivered FCA ABB point of shipment, Incoterms® 2020, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.
7. Consult with local ABB office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates.
8. Minimum daily billing of 8 hours for all services provided including standby time.
9. A minimum order of \$500.00 shall apply for a parts/material only order.
10. All rates are for hours worked, traveled, or on standby and are based on ABB's General Terms and Conditions of Sale. Price and data subject to change without notice.
11. Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.
12. Employee screening costs as required by the customer will be provided as follows:

|                                        |         |
|----------------------------------------|---------|
| Custom drug screen or background check | \$250   |
| TWIC Card                              | \$400   |
| BOSIET + HUET                          | \$3,000 |

All travel time to complete the screenings will be billed at the applicable hourly rate as defined herein plus expenses. All other specialty training will be billed at cost + 20%.
13. All time to complete site specific training will be billed at the applicable hourly rate as defined herein plus expenses.
14. A Critical Power Emergency Standby Retainer provides access to a qualified ABB Field Engineer at the customer site on the same day the need is identified by the customer. All time to support the emergency service, including travel to and from the customer site, will be billed at the applicable hourly rates as defined herein, however the 1.40 multiplier applied to work with less than 24hrs notice is waived.
15. The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/rate that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact ABB to see if a Location Premium applied to your location.



## ABB INC. GENERAL TERMS AND CONDITIONS OF SALE

(2024-02 U.S.—ELSE)

### 1. General.

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, policies, addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user. "Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

### 2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

### 3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

### 4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

### 5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

### 6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement.

### 7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in

advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for Site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at Site complete, without physical damage, and in good operating condition. Completion of Site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the Site, the Site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

### 8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and spare parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

### 9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action on behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or re-place it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

### 10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect,



incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

#### 11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/or Services.

(d) The rights and remedies of the parties contained under these terms and conditions shall be sole and exclusive.

#### 12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, New York County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

#### 13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

**14. Software License.** (a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder, and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the Intellectual Property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this license, Purchaser shall immediately cease using the Software and without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

#### 15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

#### 16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics (including any variations), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

#### 17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule

included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

#### 18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

#### 19. Export Control.

(a) The following definitions apply to this Article 19:

"Trade Control Laws" means all applicable trade and economic sanctions laws and regulations, specifically including but not limited to the U.S. International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq.; the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774; the Foreign Assets Control Regulations ("FACR"), 31 C.F.R. 500-598; the Foreign Trade Regulations ("FTR"), 15 C.F.R. 30-199; and, any administrative or regulatory decisions or guidelines adopted pursuant to Trade Control Laws.

"Purchaser Entities" means Purchaser's officers, directors, employees, parent company, subsidiaries and other affiliates, and if the Equipment, Software and/or Services are subject to resale or other distribution, Purchaser's customers and end-users of the same.

(b) Purchaser shall comply in all respects with Trade Control Laws and shall not export, re-export, transfer, disclose or otherwise provide or make accessible the Equipment, Software, data or other information provided to Purchaser by ABB hereunder, to any non-U.S. person or entity (including Purchaser's dual and/or third-country national employees or third party contractors) without first complying with all requirements of the applicable Trade Control Laws. If Purchaser is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services as defined in the ITAR, Purchaser represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls ("DDTC"), as required by the ITAR, throughout the performance of this Contract, and that it maintains an effective export and import compliance program in accordance with the ITAR. If Purchaser is a U.S. entity and will export ABB's Equipment, Software, and/or data, Purchaser will be considered an exporter within the meaning of the U.S. export regulations. Therefore, ABB should not be listed as the exporter or U.S. Principal Party in Interest ("USPPI") on any documentation or filings relating to any export. Purchaser acknowledges it's acting on its own behalf and not as ABB's agent for export or any other purposes.

(c) Purchaser represents and warrants that the Equipment, Software and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use or any other end use prohibited by Trade Control Laws.

(d) Purchaser represents and warrants that: (1) neither Purchaser nor any Purchaser Entity is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, listed, the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United States or any similar list maintained by the European Union or European member state (collectively "Restricted Parties List"); and (2) no entity or person listed on the Restricted Parties List (or owned directly or indirectly, in whole or in part, by an entity or person on the Restricted Parties List) has any property, financial or other interest in the Equipment, Software or Services, and that the same shall not be transferred, reexported, disclosed to or otherwise provided to an entity or person on the Restricted Parties List. Purchaser shall notify ABB immediately if Purchaser or a Purchaser Entity becomes listed on the Restricted Parties List.

(e) Purchaser shall notify ABB immediately upon awareness of any breach or suspected breach of this Article 19. Any violation of Purchaser's obligations under this Article 19 is a material breach of this Agreement and ABB reserves the right to terminate the Agreement immediately upon written notice for Purchaser's default. Purchaser shall indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, affiliates, successors, and permitted assigns from and against all claims, causes of action, damages, liabilities, and expenses, including attorney's fees arising from Purchaser's breach of this Article 19 and any resulting termination of this Agreement.

(f) If agreed to by the Parties pursuant to a written statement of work or elsewhere in this Agreement, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(g) When applicable, the party considered the exporter of the Equipment, Software, Services and/or data, will apply for the export license in compliance with all applicable Trade Control Laws. If ABB is the applicant of the export license, the Purchaser agrees to immediately provide all the necessary information and documentation (i.e. End-User/End-Use Certificate and Letter of Assurance) required to apply for the license. If an export license is denied or revoked, the applicant must notify the other party immediately and this Agreement may be terminated by ABB without liability for damages of any kind resulting from such termination.

#### 20. Trade Controls.

(a) The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the purchase order (collectively, "Trade Control Laws"). "Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

(b) The Parties confirm that they have not violated, shall not violate, and shall not cause



the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the purchase order neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

(c) If, as a result of Trade Control Laws issued or amended after the date of the [Individual Order], including, but not limited to, (i) the Purchaser or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or any of its affiliates becomes illegal or impracticable, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the purchase order until such time as ABB may lawfully discharge such obligation or unilaterally terminate the purchase order in whole or in part. ABB will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the purchase order.

(d) The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of Equipment and Services, Equipment and Software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(e) The Purchaser represents and warrants that the Equipment and Services are for civil use only. The Purchaser further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time).

(f) If the Purchaser infringes any obligations in this Trade Controls clause in connection with the purchase order, the Purchaser must immediately notify ABB. Failure to comply with these Trade Compliance obligations shall be considered a material breach, and ABB shall have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Purchaser shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by applicable Trade Control Laws.

(g) For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

## 21. Bribery and Corruption.

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of ABB or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render ABB liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Article 21(a) above may be considered by ABB to be a material breach hereunder and shall entitle ABB to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of ABB hereunder or applicable law. Purchaser shall indemnify ABB for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this Agreement.

(d) Purchaser understands that ABB's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) ABB has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: [www.abb.com/integrity](http://www.abb.com/integrity)

Telephone: number specified on the above Web portal

Mail: address specified on the above Web portal

## 22. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

## 23. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

## 24. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

## 25. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting

Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

## 26. Confidentiality.

a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Equipment and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Equipment and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 26 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 26 shall expire five (5) years after the date of disclosure. This Article 26 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

## 27. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

## 28. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, policies, addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, policies, and/or addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, policies, addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

## 29. US Government Contracts.

This Article 29 applies only if the Agreement is for the direct or indirect sale, or is funded in whole or in part by, an agency of the U.S. federal government, or a state government, or any other U.S. government instrumentality or political subdivision (collectively "U.S. government entity"). Unless otherwise expressly stated and specifically agreed in ABB's Proposal:

(a) Purchaser agrees that:

(i) all Equipment, Software, and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial product" or "commercial service" or



"commercial computer software" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101.

(ii) ABB technical data and computer software are developed at ABB's private expense and not in performance of the Agreement. ABB retains ownership and proprietary rights in all technical data and computer software provided to Purchaser under the Agreement and under a U.S. Government contract or subcontract. Neither the Purchaser, the U.S. Government nor any higher-tier contractor under a U.S. Government contract will obtain any rights in ABB technical data or computer software beyond the rights provided under ABB's standard commercial licenses consistent with FAR 12.211 and 12.212.

(iii) to the extent the Buy American Act (41 U.S.C. §§ 8301–8305, as amended), Trade Agreements Act (19 U.S.C. §§ 2501–2581, as amended), Build America, Buy America (Pub. L. 117-58, December 29, 2022, as amended) or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment or Software is unknown.

(iv) the version of any applicable FAR clause listed in this Article 29 shall be the one in effect on the effective date of this Agreement.

(b) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that:

(i) all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions.

(ii) only the clauses identified in FAR 52.212-5 apply and only to the extent applicable for sale of COTS and/or commercial products and/or commercial services and as appropriate for the purchase order price.

(iii) any Services offered by ABB are exempt from the Service Contract Act of 1965 (41 U.S.C. §§ 6701 - 6707, as amended).

(iv) all other U.S. Government agency contract provisions are rejected.

(c) If Purchaser is procuring as a contractor, or subcontractor at any tier, on behalf of an agency of a U.S. government entity, then Purchaser agrees that:

(i) only the clauses identified in FAR 52.212-5(e)(1) or 52.244-6(c)(1) (whichever is applicable) apply and only to the extent applicable for sale of COTS and/or commercial products and/or services and as appropriate for the purchase order price.

(ii) Purchaser shall notify ABB prior to transmitting any Controlled Unclassified Information ("CUI") to ABB, and only upon written authorization by ABB may Purchaser transmit CUI to ABB. Purchaser shall transmit CUI to ABB in accordance with applicable CUI safeguarding and/or dissemination authority requirements.

(iii) prevailing wage and related public works labor and employment laws or regulations are not applicable to ABB's services offered in the Proposal.

(iv) Purchaser is solely responsible for its obligations to its customer(s), including validating that ABB's Proposal fulfills Purchaser's U.S. Government contracting obligations, if any. To the extent the terms and conditions of Purchaser's customer contract(s) are different from the terms and conditions of this Agreement, Purchaser shall defend, indemnify and hold ABB harmless from and against all losses, liabilities, cost, expense (including attorney's fees and expenses of litigation and/or settlement), damages, allegations, claims, causes of action and judgments resulting from such difference. In no event will Purchaser withhold payment due to ABB for any dispute or liability incurred between Purchaser and its customer(s).

### 30. Data Protection.

(a) The parties agree that the protection of personal data is very important. If Purchaser discloses personal data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any personal data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of personal data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

**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 ABB INC., 305 Gregson Drive, Cary, NC 27511, hereinafter referred to as the “CONTRACTOR”.

***WITNESSETH:***

**WHEREAS**, the CITY has determined that it is in its best interest to make various, continuing purchases, utilizing that Substation and Generating Station Maintenance Services Agreement between the Florida Municipal Power Agency and the CONTRACTOR, identified through that FMPA Award Memorandum dated January 30, 2023, and Response from CONTRACTOR attached hereto as **Composite Exhibit “A”**, made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract”, and which was competitively solicited for and negotiated by the Florida Municipal Power Agency through ITB# 2022-034; and,

**WHEREAS**, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY; and,

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

**SECTION 1. TERM.**

The term of this Agreement shall be for a period of one (1) year beginning on the date of execution by the CITY and may be extended for three (3) additional one (1) year terms.

**SECTION 2. SERVICES AND PRICING.**

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Exhibit “A”** attached hereto.

**SECTION 3. CONTRACT PROVISIONS.**

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

**SECTION 4. NOTICE.**

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

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

*Copy to:* Roper, P.A.  
Sherry G. Sutphen, Esquire  
2707 E. Jefferson Street  
Orlando, Florida 32803

CONTRACTOR: ABB Inc.  
305 Gregson Drive Cary, NC 27511

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

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

**SECTION 6. MODIFICATION.**

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

**SECTION 7. CONFLICT.**

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

CONTRACTOR shall indemnify CITY from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of CONTRACTOR in connection with this Agreement. In the event the injury or damage is caused by joint or concurrent negligence of CITY and CONTRACTOR, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of CONTRACTOR's indemnity obligation, no part of the Products or Site is considered third party property.

**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 and for any time and material Purchase Orders, 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  
[HANDJ@CITYOFMOUNTDORA.COM](mailto:HANDJ@CITYOFMOUNTDORA.COM)**

B. CONTRACTOR agrees to comply with public records laws, specifically to:

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

**SECTION 14. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

**SECTION 15. SOVEREIGN IMMUNITY.**

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

**SECTION 16. TERMINATION.**

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party in accordance with Sections 17 and 18 of ABB terms (ABBGTC (2022-01)) .

**SECTION 17. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD**

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

**SECTION 18. ELECTRONIC SIGNATURE.**

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

*Signatures on Following Page*



**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives,  
have executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF MOUNT DORA**

---

**CRISSY STILE**  
**MAYOR of the City of Mount Dora, Florida**

ATTEST:

---

JEANANN HAND  
CITY CLERK

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

---

Sherry G. Sutphen  
City Attorney

CONTRACTOR

Mark Hammes

Print: MARK HAMMES

Title: US Sales Leader

Print:

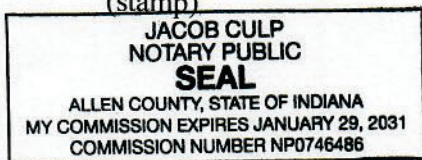
Title:

Indiana

STATE OF FLORIDA  
COUNTY OF Allen

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of Mark Hammes, as Mark Hammes, of ABB, 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 IND 4840-04-2313 as identification, and who did/did not take an oath this 10 day of May, 2023.

(stamp)



Jacob Culp  
NOTARY PUBLIC

**Exhibit “A”**  
Cooperative Contract  
Award Memorandum dated January 30, 2023,  
issued by Florida Municipal Power Agency listing  
ABB, Inc.





Sharon Samuels  
Member Services Programs and Procurement Administrator

## MEMORANDUM

January 30, 2023

**To:** FMPA Members

**From:** Sharon Samuels

**Re:** Substation & Generating Station Maintenance Services - Award ITB# 2022-034

\*\*\*\*\*

FMPA issued competitive solicitation for Substation & Generating Station Maintenance Services. In response, FMPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC.

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for twelve (12) of the thirteen bidders per areas of specialization in the bid document. Please see the table of award selection on the following page.

These awarded bidders will extend the bid prices and terms to other FMPA Members as stated in our bid document. This bid award is effective until February 1, 2024; at that time the award may be extended by mutual consent.

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

cc: Awarded Bidders

**FMPA**  
**Provision of Substation and Generating Station Maintenance Services**  
**SUMMARY OF SPECIALTY AREAS**

| SCOPE OF WORK                                                                                    | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|--------------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                                  | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| General Substation Site Inspection (Section 2)                                                   |         | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         | ✓               | ✓             |                     |
| Circuit Breaker Inspection, Testing, and Maintenance (Section 3)                                 | ✓       | ✓                      | ✓                                 | ✓         | ✓       | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Circuit Breaker Repair and Reconditioning (Section 4)                                            | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Relay Inspection, Testing, Maintenance, & Repair (Section 5)                                     | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         |                 | ✓             | ✓                   |
| Capacitor Bank Inspection, Testing, Maintenance, & Repair (Section 6)                            |         | ✓                      | ✓                                 | ✓         |         | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Meter Inspection & Testing (Section 7)                                                           | ✓       | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Metal Clad Breaker Repair and Reconditioning (Section 8)                                         | ✓       | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Power Transformer & LTC Inspection, Testing, Maintenance, and Repair (Section 9)                 | ✓       |                        | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Single Phase Voltage Regulators Inspection, Testing, Maintenance, and Repair (Section 10)        |         |                        | ✓                                 |           | ✓       | ✓             |      |                   | ✓                         | ✓               |               |                     |
| Circuit Switcher and Disconnect Switch Inspection, Testing, Maintenance, and Repair (Section 11) | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Recloser Inspection, Testing, Maintenance, and Repair (Section 12)                               |         | ✓                      | ✓                                 |           |         |               |      |                   | ✓                         |                 | ✓             |                     |

| SCOPE OF WORK                                                                              | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|--------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                            | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| DC Control Circuitry Inspection, Testing, Maintenance, and Repair (Section 13)             | ✓       | ✓                      | ✓                                 |           |         | ✓             |      | ✓                 | ✓                         |                 | ✓             |                     |
| Protection Communication Systems Inspection, Testing, Maintenance, and Repair (Section 14) | ✓       | ✓                      | ✓                                 |           |         |               |      | ✓                 | ✓                         |                 | ✓             |                     |
| Instrument Potential Transformer Inspection, Testing, Maintenance, and Repair (Section 15) | ✓       | ✓                      | ✓                                 |           | ✓       | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Current Transformer Inspection, Testing, Maintenance, and Repair (Section 16)              | ✓       | ✓                      | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         |                 | ✓             |                     |
| Potential Circuit Tests (Section 17)                                                       | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         |                 |               |                     |
| Battery Inspection, Testing, Maintenance, and Repair Charger (Section 18)                  |         | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Annunciator Inspection, Testing, Maintenance, and Repair (Section 19)                      | ✓       | ✓                      | ✓                                 |           |         |               |      |                   | ✓                         |                 |               |                     |
| SCADA Equipment (Section 20)                                                               |         | ✓                      | ✓                                 |           |         |               |      | ✓                 | ✓                         |                 |               |                     |
| Mineral Oil Services (Section 21)                                                          |         | ✓                      | ✓                                 | ✓         | ✓       |               |      |                   | ✓                         | ✓               | ✓             |                     |
| Installation and Replacement of Equipment (Section 22)                                     | ✓       |                        | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Live Line Insulator Washing (Section 23)                                                   |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| Ground Grid Inspection, Testing, Maintenance, and Repair (Section 24)                      |         | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         | ✓               | ✓             |                     |



| SCOPE OF WORK                                                                                                       | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|---------------------------------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                                                     | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| This Bidder Offers all or some of the Miscellaneous Work (Trenching, Wiring, Fencing, and Control Building Repairs) |         |                        | ✓                                 | ✓         |         | ✓             |      |                   |                           | ✓               |               |                     |

**NOTE:** Vendors with ✓ took exceptions to the FMPPA Terms & Conditions. Please see the Exceptions & Clarifications page for details

## **Provision of Substation and Generating Substation Maintenance FMPA ITB# 2022-034**

### **Bidders Exceptions and Clarifications**

#### ABB, Inc.

- **Took exception to FMPA Terms and Conditions; stating that the ABB Standard Terms and Conditions will take precedence over the terms of the bid document. For this reason, FMPA recommends rejecting this submittal. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.**
- **Took exception to Sections 35, 39, 21, 23 of the terms.**
- **Took exception to Section 2.1 of the specifications; stating ABB will not be held liable for proper function of devices/materials outside ABB expertise.**
- Participating Member is required to pay all reasonable expenses incurred in connection with schedule delay, suspension, or cancellation. It is not limited to demobilization/remobilization, costs of storage, and cancellation charges. The schedule for ABB obligations shall be extended for a period of time reasonably necessary to overcome the effects of schedule delay.
  - Within 7 days prior to commencement of services -\$500 to \$7,500 per resource assigned.
  - Within 72 hours prior to commencement of services -\$2,500 to \$10,000 per resource assigned.
  - Within 24 hours prior to commencement of services -\$2,500 to \$25,000 per resource assigned.
- Invoice to be issued, 100% Upon substantial completion of each scheduled visit.
- Payment terms: Net 30 days from date of invoice
- Pricing does not include any applicable taxes, permits, and licensing fees.
- Four-week notice is required for assigning engineering services.
- Services are considered Substantially Complete when services performed by ABB can be occupied by buyer or buyer can use the services portion for its intended use.
- Cost provided for transportation is considered a non-binding estimate. Due to fluctuating transportation cost, at time of delivery, ABB will invoice actual cost to the Participating Member.
- Participating Member shall be responsible for disposal of waste generated at work site. Be responsible for removal/replacement of any obstructions that interfere with access of existing equipment.
- ABB notes they shall not be liable for material supply, coronavirus outbreaks, or issues with transportation.

#### ELECTRIC POWER SYSTEMS

- Payment is 30 days from receipt of invoice.
- Additional 10% mark-up apply for materials.
- Crew makeup will be determined by job specific factors including schedule and safety requirements.
- Travel rates are round trip per person.
- Jobs lasting two (2) weeks or more, will incur travel charges every two weeks per person.
- GSA rates for lodging and per diem.

## ELECTRIC POWER SYSTEMS – cont.

- **EPS provided set up and breakdown rates as Time & Materials, which may present concerns for FEMA reimbursements, should a Member decide to use reimbursements for installation following a storm – FEMA requires that T&M is only acceptable if there are no other rates options available. If T&M is used, there must be a price ceiling. Participating Members may choose to provide the price ceiling in their purchase order.**
- Emergency rates are applicable for first 48 hours; then regular time rates apply.

## ELECTRICAL ENGINEERING ENTERPRISE

- Took no exceptions
- 2% discount for payment within 15 days.
- Additional 15% mark-up apply for materials.
- Storm/Emergency response is provided at premium time.
- Breakdown/Setup cost is \$250
- Charge for cancellation prior to mobilization is \$750.
- Charge for cancellation after mobilization is \$1,500.
- Per diem charge will be \$300

## FLO POWER, LLC

- Took no exceptions
- 3% discount for payment within 15 days.
- Additional 16% mark-up apply for materials.
- Cost of \$100 per man, per hour applies to uncoordinated work less than 10 hours notice
- Cost of \$100 per hour, per man, emergency work; plus fleet and tools; except for vacuum processing, rig, generator, and filter press.
- Cost noted for technician includes a helper.
- Cost for electrician includes tools and fleet; does not include vacuum dehydration rig and generator or oil filter press.
- Flo Power provides oversight of fencing, trenching, control building repairs and wiring. Can provide pricing as requested.

## HITACHI ENERGY

- **Took exception to the FMPA Terms and Conditions; providing a supplemental one-time agreement. stating that where there is conflict between FMPA and the Hitachi terms, their terms will prevail. Where there is no conflict, the FMPA Standard Terms and Conditions will take precedence. Where terms are silent, the Hitachi terms will prevail. For this reason, FMPA recommends rejecting this submittal. Exceptions appear to be: **Warranty, Insurance** (additional insured shall only be to third party claims to the extend caused by negligence), **Limitation of Liability** (Hitachi will not be liable; if so, shall be a not to exceed the PO value), **Termination/Cancellation** (add 40% restocking/handling fee. No return/exchange on non-stock items. No return/exchange after 60 days from factory ship date). **Liquated damages will not apply. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.****
- Any rates not specified in the bid will be per Hitachi's published rate.
- Additional 25% mark-up apply for materials.
- Charge for cancellation prior to mobilization is \$2,500 per person, per hour. Charge for cancellation after mobilization is \$16,110 per person, per hour.
- Cost for mobilization to each located is on a "per person, per hour" basis.
- Cost of \$2,500, plus \$3.50 per mile each way, for vacuum oil processing trailer daily.



#### MP PREDICTIVE TECHNOLOGIES, INC.

- Took no exceptions
- Additional 16.5% mark-up apply for materials.
- Charge for cancellation after mobilization is \$2,000 flat fee.
- Cost of \$500 for any testing equipment that is not “in-house”
- Work schedule is Mon-Fri, 8 hours. Overtime is past 8 hours in a day.
- Overtime, Saturdays, and emergencies are time and a half. Sundays and holidays are double time.

#### NORTH AMERICAN SUBSTATION SERVICES

- **Took exception to: FMPA Liquidated damages** - NASS request that liquated damages shall not exceed 25% of each PO. **Exception to Indemnity** – NASS requested the addition of “mutual of consequential damages” to the end of the Indemnity section of the bid. ***Acceptance of these terms is at the discretion of each Participating Member.***
- Payment is net 30 days.

#### PATTERSON & DEWAR.

- Took no exceptions
- Additional 12% mark-up apply for materials.
- Charge for cancellation after mobilization will be determined at the time based on the job.
- Charge for breakdown/setup will be determined at the time based on the job.
- Per diem charge will be actual costs, typically \$225 for meals and hotel.
- NASS provided a list of testing and commissioning equipment.

#### PREMIER POWER MAINTENANCE

- **Took exceptions to:** PPM request that prior to work, customer will provide to PPM the schedule to ensure they’re able to meet the deadline. They request adding the to the following to the **Liquidated Damages** section of the RFP “liquated damages not exceed 5% of the work order”. ***Acceptance of these terms is at the discretion of each Participating Member.***
- 2% discount for payment within 10 days.
- Additional 15% mark-up apply for materials.
- GSA rates for lodging and per diem. Emergency rates apply for the first 24 hours, regular rates apply after that.
- Charge for cancellation prior to mobilization is 5% of the project.
- Charge for cancellation after mobilization is mobilization plus 5% of the project.
- Mileage for mobilization to each city is based on 1 round trip.
- Cost for travel is hourly at a rate of \$102.60, and estimated hours to destination.
- Standard crew size for most mobilization will be 2 technicians, unless otherwise stated.
- Cost for storm/emergency work is 1.25x standard rate.
- Mobilizations for a single technician requires the presence of 1 utility member onsite.
- Clarification that the following tasks are performed by 1 technician: Infrared scanning, site inspection, off-site breaker reconditioning.

#### SOUTHERN SWITCH AND CONTACTS

- Took no exceptions
- 2% discount for payment within 10 days.
- Additional 15% mark-up apply for materials.
- Additional charges for rental equipment apply at cost +15% and delivery/pickup adders
- Storm/emergency rate is 2x the rates.
- Assumptions for mobilization: 4-man crew, 1 way trip.
- Charge for cancellation after mobilization is \$500.

#### TAW TECHNICAL FIELD SERVICES, INC.

- Took no exceptions
- Charge for cancellation prior to mobilization is 25% of the project.
- Charge for cancellation after mobilization is 75% of the project.
- Per diem charge will be \$225
- Additional 20% mark-up apply for materials.
- Storm/emergency rate is \$205.50.
- Additional charges 20% applies to markup for rental equipment.

#### TRC.

- **Took exception to the FMPA Terms and Conditions sections: 31 Code of Ethics; 32 Collusion; 33 Indemnity; 34 Insurance, TRC to use ISO endorsement for coverage; 35 Warranty; 36 Acceptance of Services; 37 Termination for Default; 38 Termination for Convenience; 39 Liquidated Damages; Liability; 40 Control of Work and Subcontractors; 41 Suspension of Work; 42 Acceptance and Payment for Work Completed; 43 Modification or Withdrawal of bid; and 44 Errors in Bids. For this reason, FMPA recommends rejecting this submittal. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.**
- Mobilization cost and travel time will be calculated and listed as a separate cost per proposal. No mobilization costs were provided. **FMPA recommends rejecting this submittal. Acceptance is at the discretion of each Participating Member.**
- Charge for cancellation after mobilization is mobilization cost.
- Per diem charge will be GSA rates for lodging and per diem.
- Additional 10% mark-up apply for materials.
- Storm/emergency rate is \$195 per hour, per man.

#### UTILITY ENGINEERING, LLC

- Took no exceptions
- Charge for cancellation after mobilization is mobilization cost.
- Breakdown/Setup cost is \$200
- Per diem charge will be \$180
- Storm/emergency rate is \$150 hourly rate.

**PROPOSAL TO FURNISH AND DELIVER  
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE  
FOR THE FLORIDA MUNICIPAL POWER AGENCY  
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-7.

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

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

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-7.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

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

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Respectfully submitted:

Company Name: ABB Inc.

Signature: Mark Hammes

(Authorized Representative)

Mark Hammes

(Type or Print Name of Signer)

Address: 12722 Hamilton Crossing Blvd

Carmel, IN 46032

E-Mail Address: mark.hammes@us.abb.com

Telephone Number: 847-921-4331

Toll Free Number: 1800-533-5885 (24/7 emergency service hotline)

Date: November 1, 2022

The signature below is predicated on the use of ABB Standard Terms and Conditions for execution of this contract. ABB Standard Terms & Conditions will take precedence over terms included in this document.



**FLORIDA MUNICIPAL POWER AGENCY**

| Travel Cost Breakdown:                                                                                                                                                                                                                                                                                       |  | Charge (\$)               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------|
| Mileage rate (\$ per mile)                                                                                                                                                                                                                                                                                   |  | Included in standard rate |
| Travel Rate (\$ per hour per man)                                                                                                                                                                                                                                                                            |  | Same as Standard Rate     |
| <p>* NOTE: Please refer to the "FMPPA Members by Zones" map for locations of zones and the cities therein.</p> <p>In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below.</p> <p>_____</p> |  |                           |
| Miscellaneous Charges:                                                                                                                                                                                                                                                                                       |  | Charge (\$)               |
| Charge if work is cancelled prior to mobilization                                                                                                                                                                                                                                                            |  |                           |
| Charge if work is cancelled after mobilization                                                                                                                                                                                                                                                               |  |                           |
| Breakdown and setup costs                                                                                                                                                                                                                                                                                    |  | Standard Rate             |
| Per diem rate if overnight stay is required                                                                                                                                                                                                                                                                  |  | \$200.00                  |
| Mark-up rate for materials                                                                                                                                                                                                                                                                                   |  | Cost + 35%                |
| Storm/Emergency-related response rate                                                                                                                                                                                                                                                                        |  | 140% Of Rate              |
| Additional charges (please provide explanation)                                                                                                                                                                                                                                                              |  |                           |

|                                                                                                                                     |                         |                            |                                |                  |                            |          |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------|--------------------------------|------------------|----------------------------|----------|
| Below, please indicate the total travel cost per crew, including mileage and man-hours, from your facility to each individual city. |                         |                            |                                |                  |                            |          |
| ZONE 1                                                                                                                              | Beaches Energy Services | City of Green Cove Springs | City of Starke                 | City of Mt. Dora | New Smyrna Beach Utilities | \$925.00 |
|                                                                                                                                     | \$925.00                | \$925.00                   | \$925.00                       | \$925.00         | \$925.00                   |          |
| ZONE 2                                                                                                                              | City of Bartow          | City of Wauchula           |                                |                  |                            |          |
|                                                                                                                                     | \$925.00                | \$925.00                   |                                |                  |                            |          |
| ZONE 3                                                                                                                              | City of Clewiston       | City of Homestead          | Ft. Pierce Utilities Authority |                  |                            |          |
|                                                                                                                                     | \$925.00                | \$925.00                   | \$925.00                       |                  |                            |          |
| ZONE 4                                                                                                                              | Keys Energy Services    |                            |                                |                  |                            |          |
|                                                                                                                                     | \$1,850.00              |                            |                                |                  |                            |          |
| ZONE 5                                                                                                                              | Town of Havana          |                            |                                |                  |                            |          |
|                                                                                                                                     | \$1,850.00              |                            |                                |                  |                            |          |
| Comments:                                                                                                                           |                         |                            |                                |                  |                            |          |
| See ABB Proposal Document 'Price Terms and Conditions'                                                                              |                         |                            |                                |                  |                            |          |
| See ABB Proposal Document 'Price Terms and Conditions'                                                                              |                         |                            |                                |                  |                            |          |
|                                                                                                                                     |                         |                            |                                |                  |                            |          |
|                                                                                                                                     |                         |                            |                                |                  |                            |          |
|                                                                                                                                     |                         |                            |                                |                  |                            |          |
|                                                                                                                                     |                         |                            |                                |                  |                            |          |

**FLORIDA MUNICIPAL POWER AGENCY**  
**Substation and Generating Station Maintenance Services - Bid Form**

| Hourly Charges:                                                                  | Charge (\$)   | Comments:                                                                                       |
|----------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------|
| Hourly Cost (Straight Time) for <del>Technician</del> Field Engineer             | \$231.25      | \$1,850.00 daily rate min of 8hr per scheduled day                                              |
| Overtime Hourly Cost for <del>Technician</del> Field Engineer                    | \$346.87      | \$2,775.00 daily rate min of 8hr per scheduled day                                              |
| Premium Hourly Cost for <del>Technician</del> Field Engineer                     | \$462.50      | \$3,700.00 daily rate min of 8hr per scheduled day                                              |
| Hourly Cost (Straight Time) for <del>Technician Supervisor</del> Field Engineer  | \$231.25      | \$1850.00 daily rate min of 8hr per scheduled day                                               |
| <b>Hourly Charges:</b>                                                           |               |                                                                                                 |
| Hourly Cost (Straight Time) for <del>Electrician</del> Field Engineer            | Same as above | Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary. |
| Overtime Hourly Cost for <del>Electrician</del> Field Engineer                   | Same as above | Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary. |
| Premium Hourly Cost for <del>Electrician</del> Field Engineer                    | Same as above | Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary. |
| Hourly Cost (Straight Time) for <del>Electrician Supervisor</del> Field Engineer | Same as above | Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary. |



# DRUG-FREE WORKPLACE COMPLIANCE FORM

## IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that  
ABB Inc. does:  
(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Mark Hammes

Vendor's Signature

11/1/2022

Date

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



**AFFIDAVIT OF COMPLIANCE**  
**FMPA ITB # 2022-034**

\_\_\_\_\_ We DO NOT take exception to the Bid Specifications.

  **x**   We TAKE exception to the Bid Specifications as follows:

Refer to ABB Proposal document Sections 5 & 6 for Clarifications and Exceptions

Exception taken to TC item 35 See ABB proposal document.

Exception taken to SGSM item 39 See ABB Proposal Document.

Exception taken to SGSM item 21. See ABB Proposal Document

Exception taken to SGSM item 23. See ABB Proposal Document

Exception taken to SGSM item 2.1 ABB will/can provide visual inspections however ABB will not be held liable for the proper function of devices/materials outside ABBs expertise. This includes but is not limited to fire extinguishers and eye wash stations.

Company Name: ABB Inc.

By: Mark Hammes  
(Authorized Person's Signature)

Mark Hammes  
(Print or type name and title of signer)

Company Address: 305 Gregson Drive, Cary, NC 27511

Telephone Number: 847-921-4331

Toll Free Number: 1800-533-5885 (24/7 emergency services hotline)

Fax Number: \_\_\_\_\_

Date: 11/1/2022

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

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

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

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

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

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

*Mark Hammes*

Signature of Contractor's Authorized Official

Mark Hammes - Director - Application Engineering & Proposals  
Name and Title of Contractor's Authorized Official

11/1/2022  
Date



## Compliance Declaration

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

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Regarding Sections 61 through 72 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement  
Remedies  
Equal Employment Opportunity  
Contract Hours and Safety Standards Act  
Clean Air Act  
Federal Water Pollution Control Act  
Access to Records  
Suspension and Debarment  
Byrd Anti-Lobbying Amendment  
Procurement of Recovered Materials  
DHS Seal, Logo, and Flags  
Domestic Preference

*Mark Hammes*

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Signature of Contractor's Authorized Official

Mark Hammes - Director Application Engineering & Proposals  
Name and Title of Contractor's Authorized Official

11/1/2022  
Date



## DECLARATIONS AND SIGNATURES

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

Dated at 12:46 PM this 1 day of November, 2022.

Proposer Mark Hammes

By Mark Hammes Mark Hammes  
Signature Printed or Typed Name

Title Director - Application Engineering & Proposals

Complete Business Address of Proposer: 12722 Hamilton Crossing Blvd  
Carmel, IN 46032

State of Incorporation North Carolina

Complete Address of Principal Office 305 Gregson Drive  
Cary, NC 27511

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

Alfredo Huete  
13115 SW 109 Ct  
Miami, FL 33176

Telephone (305) 282-0970 Fax ( )

E-Mail alfredo.huete@us.abb.com

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

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

STATE OF Indiana

COUNTY OF Allen

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

1. The business name and address of ARB Inc - 12722 Hamilton Cressy Blvd  
[name of bidder or contractor]

is 12722 Hamilton Cressy Blvd, Carmel IN 46032

2. My relationship to ARB Inc  
[name of bidder or contractor]

is Director Applications Engineering & Projects  
[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

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



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

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

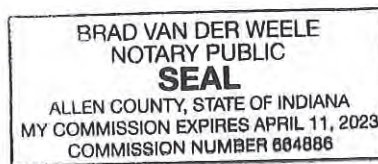
[Draw a line through paragraph 7 if paragraph 6 above applies.]

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

above on the 1<sup>st</sup> day of November, 2022.

[Signature]  
Notary Public

(Affix Seal)



April 11, 2023  
My Commission Expires

BRAD VAN DER WEELE  
Type or Printed Name

[Signature]  
Signature

MARK HAMPER  
Printed Name

Dir - Application Eng. - Proposals  
Title

11/1/2022  
Date



## DISPUTE DISCLOSURE

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

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

YES ☐ NO ☒

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

YES ☐ NO ☒

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

YES ☐ NO ☒

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

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

***Project: FMPA ITB# 2022-034***

ABB Inc.

\_\_\_\_\_  
Firm

11/1/2022

\_\_\_\_\_  
Date

*Mark Hammes*

\_\_\_\_\_  
Authorized Signature

Director - Application Engineering & Prop.  
\_\_\_\_\_  
Officer Title

Mark Hammes

\_\_\_\_\_  
Printed or Typed Name

AOC - 7



Parts & Service: 1-888-434-7378

|                      |                      |
|----------------------|----------------------|
| <b>QUOTATION NO.</b> | AH676935-1022-JWV-R0 |
| <b>DATE</b>          | 10/24/2022           |

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

**BUYERS INFORMATION:**

|                     |                                                    |
|---------------------|----------------------------------------------------|
| Quote Requested by  | Sharon Samuels                                     |
| Company             | Florida Municipal Power Agency                     |
| Address             | 8553 Commodity Cir,<br>Orlando, Florida 32819-9002 |
| Phone               |                                                    |
| Email               |                                                    |
| Service Contact     | Same                                               |
| Phone               | Same                                               |
| <b>BUYER PO NO.</b> | TBD                                                |
| <b>SAP #</b>        | 9033248                                            |

**SUBMIT PURCHASE ORDER TO:**

**ABB INC.**

|             |                                     |
|-------------|-------------------------------------|
| ABB Contact | Alfredo Huete                       |
| Address     | 305 Gregson Drive<br>Cary, NC 27511 |
| Phone       | 305 282 0970                        |
| Email       | Alfredo.huete@us.abb.com            |

**PLEASE REFERENCE PROPOSAL NO. ON ALL PURCHASE ORDERS**

**REMIT PAYMENT TO:**

**ABB INC.**

29713 Network Place  
Chicago, IL 60673-1297

**Work Services Description**

ABB is pleased to offer this firm fixed daily rate, per resource, for the services outlined below at the Florida Municipal facility locate in various location across Florida (see section 2 below).

**Scope of Supply:**

1. Services:
  - a. Upon receipt of an acceptable purchase order, ABB will schedule the appropriate resource to perform the services once the customer provides a firm date of service.
  - b. Upon completion ABB will provide a field service report detailing the services performed, test results, and recommendations for future service.
2. Site Equipment:
  - a. The proposal is for the Provision of Substation and Generating Station Maintenance for the following FMPA Members:
    - i. Beaches Energy Services
    - ii. City of Bartow
    - iii. City of Clewiston
    - iv. City of Green Cove Springs
    - v. City of Homestead
    - vi. City of Mount Dora
    - vii. City of Starke
    - viii. City of Wauchula
    - ix. Ft. Pierce Utilities Authority
    - x. Keys Energy Services
    - xi. New Smyrna Beach Utilities
    - xii. Town Of Havana





3. ABB Supplied Equipment:
  - a. ABB will supply the requisite (calibrated) testing equipment for use during the activities below.
4. Work Scope:
  - a. To provide work scope as instructed by FMPA staff.
    - i. Please see Comments/Clarifications/Exceptions in Sections 5 & 6.
5. Comments / Clarifications
  - a. Customer shall advise ABB in writing of all applicable site-specific health, safety (training), security and environmental requirements and procedures.
  - b. Customer shall provide craft labor to assist with the listed scope of work at ABB's direction.
  - c. All Protective settings shall be provided by others and are not included within this proposal.
  - d. All equipment must be de-energized and properly isolated prior to the start of work.
  - e. Price is contingent upon continuous, unobstructed access to de-energized equipment.
  - f. Customer shall provide one copy of existing system schematics, drawings, and other equipment/site, and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
  - g. Customer shall provide temporary power and lighting as required for testing.
  - h. TC item 34, Abb does not procure insurance for any specific project.
  - i. SGSM 1.3.1 ABB is a potential manufacturer and/or supplier of equipment.
  - j. SGSM Item 1.3.1 ABB will service equipment up to 27KV
  - k. SGSM item 9.1 Oil di-electric & DGA tests will require a 3<sup>rd</sup> party and will be invoiced at \$298.00.
  - l. ABB Terms and Conditions specifically mentioned in this section will apply.
  - m. See ABB Terms and Conditions regarding Limited Liability.
  - n. See ABB Terms and Conditions regarding Environmental Health and Safety Matters.
  - o. See ABB Terms and Conditions Force Majeure.
6. Exceptions
  - a. Exception taken TC Item 35. Abb standard warranty will apply. See Warranties and Remedies under ABB Standard Terms and Conditions, section 8.
  - b. Exception taken TC Item 39, payment of liquidated damages by Awarded Bidder shall be Participant's sole and exclusive remedy for delay. Exception taken to item b, other is not defined. Damages are limited to 5% of specific individual site visit.
  - c. Exception taken to SGSM item 21.
  - d. Exception taken to SGSM item 23.
  - e. Exception taken to SGSM item 2.1 ABB will/can provide visual inspections however ABB will not be held liable for the proper function of devices/materials outside ABBs expertise. This includes but is not limited to fire extinguishers and eye wash stations.
7. Schedule:
  - a. Quoted work assumes all work to take place during regular business hours excluding weekends and ABB recognized holidays. Hourly charges for ABB service to be based upon date/time requested.
  - b. All service quoted on contingent upon straight time (normal business) hours. If services are required to be performed on an overtime and/or double time schedule, prices quoted are subject to increase.
  - c. Please note that advanced notice of four (4) weeks is required for assigning local field engineering resources. Less than four (4) weeks' notice may require the use of non-local resources resulting in additional travel and living costs.
  - d. Any delays or extra work incurred while the quoted work is being performed as a result of malfunctions or deficiencies encountered with equipment, unless caused by ABB will be





addressed in the form of a written change order and charged at the agreed upon rate shown in tables below.

### Price, Terms and Conditions

ABB will accomplish the above-described work scope for daily rate per resource as shown in the tables below.

|                                                 | Straight time | Over Time  | Double time |
|-------------------------------------------------|---------------|------------|-------------|
| Daily Cost for Field Service Engineer (8hr/day) | \$1,850.00    | \$2,775.00 | \$3,700.00  |

| Zone   | Travel Cost per Field Service Engineer |
|--------|----------------------------------------|
| Zone 1 | \$925.00                               |
| Zone 2 | \$925.00                               |
| Zone 3 | \$925.00                               |
| Zone 4 | \$1,850.00                             |
| Zone 5 | \$1,850.00                             |

|              |                         |
|--------------|-------------------------|
| Mileage Rate | Included in Travel Cost |
|--------------|-------------------------|

|                           |       |
|---------------------------|-------|
| Per Diem Rate (Overnight) | \$200 |
|---------------------------|-------|

|                            |            |
|----------------------------|------------|
| Mark-UP Rate For Materials | Cost + 35% |
|----------------------------|------------|

|                                                                      |                      |
|----------------------------------------------------------------------|----------------------|
| Less than 24-hour response for Strom/Emergency-Related Response Rate | 140% of Quoted Rates |
|----------------------------------------------------------------------|----------------------|

- Cancellation Charges
  - Buyer shall pay all reasonable expenses incurred by ABB in connection with a schedule delay, suspension, or cancellation, including, but not limited to, demobilization/remobilization, costs of storage during suspension or schedule delay, and cancellation charges. The schedule for ABB's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension or schedule delay.
    - Order Cancellation or suspension – Schedule of Charges
    - Within seven (7) days prior to commencement of Services = \$500 - \$7500 per resource assigned
    - Within 72hrs prior to commencement of Services = \$2500 - \$10,000 per resource assigned





- Within 24hrs prior to commencement of Services = \$2500 - \$25,000 per resource assigned

- Invoice to be issued as follows:
  - 100% Upon substantial completion of each scheduled visit.
- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.

The sale of any service and products, and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation and "ABB Inc. General Terms and Conditions of Sale (2022-01 U.S.)" as attached hereto. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon ABB unless specifically agreed to in writing by ABB's authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and ABB's performance of work shall constitute assent to the terms and conditions. Oral agreements and/or commitments to perform services are not enforceable.

If this contract is for the direct or indirect sale to any entity of and/or funded in whole or part of the U.S. government, then Buyer agrees that all products and services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this contract, the country of origin of products is unknown unless otherwise specifically stated by Seller in this contract. If Buyer is procuring the products or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the contract price.

#### **Additional Services**

Should the Buyer desire to have ABB perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that work is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in Attachment "A".

#### **Consideration on 2019-nCoV (Coronavirus Outbreak)**

If after submission of ABB's bid or during the term of the agreement there are any measures taken by authorities, by ABB or others in connection with the current coronavirus (2019-nCoV) outbreak which affect the performance of the agreement, the parties agree that ABB will be entitled to cost compensation, time extension, or other reasonably required contract adjustments if any consequences in any way related to the coronavirus outbreak lead to delays in delivery of goods or provision of services or otherwise affect ABB's contractual obligations or duties.

#### **Consideration for Material Supply**

The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually





agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

### **Consideration for Transportation**

The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

### **Buyer's Responsibilities**

The Buyer's responsibilities shall include, but are not limited to, the following:

- Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.
- Prior to the start of the on-site work, Buyer shall familiarize ABB personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. ABB shall be under no obligation to commence work unless safety practices are acceptable to ABB. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.
- Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment
- Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
  - Directing ABB personnel in identifying and isolating the proper electrical equipment.
  - Shutting down electrical equipment in an emergency and providing emergency response during high-risk operations including electrical work when a single ABB representative is dispatched. This person must be visually present during all electrical work and high-risk operations. If not present, then ABB will stop work and notify the Buyer.
  - Complying with OSHA 1910.269(l)(1) and 1910.269(b)
- Buyer will provide all "special" maintenance tools including closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, of required, will be the responsibility of the Buyer.
- Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
- Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
- Buyer to provide craft labor with tools and equipment to assist field engineer working on site, if necessary.





- Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to ABB, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.
- Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
- Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of ABB to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. ABB would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

#### **Assumptions and Clarifications**

- Any items or services not specifically outlined herein are not included.
- ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.
- With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.
- Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the Buyer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field engineers, field engineering service technicians and/or craftsmen.
- ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods and conditions, if any, are outside the scope of this proposal.
- Schedule: Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of ABB employees' travel from their headquarters to work site and return, shall be considered as time worked. ABB typically requires a minimum four (4) weeks advance notice to ensure availability of resources.
- The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and ABB's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion. "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.

ABB INC.

BUYER:



|        |                          |      |     |
|--------|--------------------------|------|-----|
| By:    | Alfredo Huete            |      |     |
| Title: | Sales Manager            |      |     |
| Email: | Alfredo.Huete@us.abb.com |      |     |
| Phone: | 305 282 0970             | Fax: | N/A |

|          |             |       |  |
|----------|-------------|-------|--|
| Company: |             |       |  |
| By:      | (Signature) |       |  |
| Title:   |             |       |  |
| Email:   |             | Date: |  |

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of ABB.



**CITY OF MOUNT DORA  
TASK AUTHORIZATION FORM**

|                                                                                                                                                                                                                                                                                                                             |                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| In accordance with the terms and conditions of the Agreement between ABB, Inc. (Contractor / Supplier) and the City of Mount Dora, approved by City Council under FMPA Agreement ITB# 2022-034, dated May 17th, 2023, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein. | <b>Budget Account Number:</b><br>415-5555-580.61-01 EL 2220 |
| <b>Project Amount:</b><br><b>\$299,250.00</b>                                                                                                                                                                                                                                                                               | <b>City Project Manager:</b><br>Wayne Zimmerman             |
|                                                                                                                                                                                                                                                                                                                             | <b>Contractor:</b><br>ABB, Inc.                             |
|                                                                                                                                                                                                                                                                                                                             | <b>Contractor Project Manager:</b><br>Alfredo Huete         |

**NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND, IF APPLICABLE, A CITY PURCHASE ORDER ARE DELIVERD TO THE CONTRACTOR.**

| SUMMARY OF WORK TO BE COMPLETED                                                                                                                                                                                                                                                                                                                                                                  |                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b><u>Each Task Authorization package shall include:</u></b><br><br>Exhibit A – Scope of Work<br>Exhibit B – Compensation<br>Exhibit C - Sub-Contractors<br>Exhibit D – Schedule                                                                                                                                                                                                                 |                             |
| Recommended By:<br><br><div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           Print: <b>Wayne Zimmerman</b><br/><br/>           Signature: <b>Wayne Zimmerman</b> </div> <div style="width: 50%;">           Digitally signed by Wayne Zimmerman<br/>           Date: 1/12/2025<br/>           Date: 2026.01.12 16:24:30 -05'00'         </div> </div> |                             |
| Reviewed By:<br><br>Print: _____<br><br>Signature: _____<br><br><div style="text-align: right; margin-top: 10px;">             Date: _____           </div>                                                                                                                                                                                                                                      |                             |
| CONTRACTOR ACCEPTANCE                                                                                                                                                                                                                                                                                                                                                                            | CITY APPROVAL               |
| <b>Print Name:</b><br><b>Alfredo Huete</b>                                                                                                                                                                                                                                                                                                                                                       | <b>Print Name:</b><br>_____ |
| <b>Signature:</b><br><b>Alfredo Huete</b>                                                                                                                                                                                                                                                                                                                                                        | <b>Signature:</b><br>_____  |
| <b>Date:</b><br>_____                                                                                                                                                                                                                                                                                                                                                                            | <b>Date:</b><br>_____       |



**EXHIBIT “A”  
Scope of Services**

**PROJECT NAME:** SUBSTATION BREAKER EXPANSION

This project proposes to purchase and install a Medium Voltage 15kV Circuit Breaker at the Mount Dora Substation.

**EXHIBIT “B”  
Compensation**

**METHOD OF COMPENSATION:** Materials, Hourly Rate and Fixed Fee with Not-to-Exceed Amount of **\$299,250.00** for total services. Breakdown of hourly task compensation is attached in the following pages.

**EXHIBIT “C”  
Sub-Contractors**

As listed in the attached ABB Proposal H7424398-1125-CJD-R2 dated December 19, 2025.

**EXHIBIT “D”  
Schedule**

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

**ATTACHMENTS**

ABB Quotation# H7424398-1125-CJD-R2 dated December 19, 2025.



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

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**DATE:** January 20, 2026

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of Mutual Aid Agreement Between the Mount Dora Police Department and the Florida Department of Law Enforcement

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**Introduction:**

This is a request for Council to approve the Mutual Aid Agreement Between the Mount Dora Police Department and the Florida Department of Law Enforcement.

**Discussion:**

Multiple law enforcement agencies, including the Mount Dora Police Department, have joined together in a multi-jurisdictional effort to respond to and investigate child abductions through the **Child Abduction Response Team (CART)**. CART is designed to provide a coordinated pool of specially trained investigators who can immediately focus on intensive investigative, preventative, and enforcement efforts involving crimes against children.

Participating agencies are strategically located to allow for rapid mutual aid and the efficient sharing of law enforcement resources across jurisdictional boundaries. This cooperative framework strengthens the collective ability to respond to ongoing or multi-jurisdictional criminal activity while protecting public safety. Approval of the mutual aid agreement will allow the City of Mount Dora to formally participate in CART.

The Mount Dora Police Department remains firmly committed to safeguarding the safety and well-being of children. Through this partnership with state and local law enforcement agencies, the City gains access to expanded investigative resources, specialized expertise, and mutual aid support, enhancing the ability to respond swiftly and effectively to child abduction cases and related criminal activity.

**Budget Imhact:**

No budgetary impact

**Strategic Impact:**

Strategic Initiative 4: Provide high quality services that sustain a vibrant, safe, and healthy community. Goal 11: ensure an exceptional level of Public Safety Services.

**Recommendation:**

City Council approval of the Mutual Aid Agreement between Participating Agencies and the Florida Department of Law Enforcement in their participation on the Child Abduction Response Team.

**Attachment(s):**

1. MOU Between MDPD and FDLE for CART Initiative 12.23.25

Prepared by: Michael Gibson, Chief of Police

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 12/30/2025

Approved - 12/31/2025

Approved - 12/31/2025

Approved - 1/12/2026

Approved - 1/12/2026

Final Approval - 1/12/2026



**VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE  
PARTICIPATING AGENCIES AND THE FLORIDA DEPARTMENT OF LAW  
ENFORCEMENT TO FORM AN ORLANDO REGIONAL OPERATIONS CENTER  
CHILD ABDUCTION RESPONSE TEAM**

**WHEREAS**, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to rescue abducted children and under appropriate circumstances allocate their resources to missing/endangered children cases; and

**WHEREAS**, the undersigned agencies are all participants in a multi-agency effort known collectively as the **Child Abduction Response Team (CART)**; and

**WHEREAS**, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

**WHEREAS**, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

**WHEREAS**, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and

**WHEREAS**, this agreement does not supersede or take the place of any other agreement entered into by the various members of the Child Abduction Response Team. Those agreements shall remain in full effect.

**NOW THEREFORE**, the Parties agree as follows:

As acknowledged by their execution of this Agreement, each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the member agencies of the Child Abduction Response Team (CART) and the Florida Department of Law Enforcement (FDLE), subject to the terms and conditions noted herein, for the purposes and goals indicated.

Additional Parties may, at the request and with the approval of FDLE and the other CART members, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to FDLE.

**CART GOALS AND COOPERATION TO BE RENDERED:**

The goal of the CART is to provide a pool of specialized investigators to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to abducted children. To provide for voluntary cooperation, each of the CART agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law

enforcement assistance to the other in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnapping, abduction, false imprisonment and similar or related crimes (utilizing state and federal prosecutions, as appropriate); the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Nothing herein shall otherwise limit the ability of participating CART members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the CART efforts, with the operations of the CART being coordinated with FDLE and other agency members.

#### **JURISDICTION, PROCEDURES FOR REQUESTING ASSISTANCE, COMMAND AND SUPERVISORY RESPONSIBILITY:**

The principal sites of CART activity shall be the following counties: Volusia, Lake, Seminole, Orange, Osceola, Brevard, Indian River, Saint Lucie, and Martin.

When engaged in CART operations that have been approved by FDLE, as contemplated by this Agreement, CART members that do not otherwise have jurisdictional authority shall enjoy full jurisdictional authority anywhere in the State of Florida, although principally focused within the principal sites of CART activity listed herein, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement. Officers assigned to CART operations pursuant to this agreement shall be empowered to render enforcement assistance and take law enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more CART member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Team that shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required. CART members operating outside the jurisdiction of their respective Agencies shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved CART activities as stated herein. Pursuant to Section 23.127(1), Florida Statutes, employees and agents of the undersigned Agencies participating in the CART, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. The CART will normally function as a force multiplier for the requesting agency, and the requesting agency will remain as the lead agency in overall control of the investigation, unless the requesting agency has formally asked that the CART, under FDLE supervision or other FDLE approved supervision, assume control of the investigation. The Parties stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the relevant agency chief executives for resolution. If at any time an FDLE supervisor or FDLE Special Agent designee(s) determines that an extra-territorial CART operation pursuant to this agreement should be terminated, said

operation is to be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No CART employee or agent shall engage in activities outside the jurisdictional territory of the CART pursuant to the authority of this Agreement that are not approved, are unreported or otherwise unknown to the FDLE supervisor and which are not documented as provided herein. FDLE supervisor(s) shall maintain documentation that will demonstrate the daily involvement of specific employees or agents provided by the Parties to this Agreement, including each operation's supervisor or designated leader. Such documentation will assist in memorializing which individuals had mutual aid authority pursuant to this Agreement for particular time periods.

After consultation with other participating CART agencies, FDLE may request that a particular employee or agent of the CART no longer be allowed to participate in furtherance of this Agreement. Upon receiving the request, the employing Agency shall promptly terminate said person's participation in the activities contemplated by this provision of the Agreement. Upon the request of a participating agency that a sworn or support member of FDLE no longer participate in the CART, FDLE shall, if otherwise in FDLE's best interest to do so, terminate said member's participation in the CART. With the approval of FDLE, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the CART.

Whenever an operation occurs outside the territorial limits of the principal sites of CART activity as set forth herein, the Chief of Investigations for the FDLE office in the region affected shall be notified about the presence of CART personnel in his or her region. Local law enforcement in the area of operation will be notified, as appropriate.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency.

#### **FORFEITURE ACTIONS ARISING FROM THIS AGREEMENT:**

Forfeiture actions based upon seizures made by the CART may be pursued in either state or federal court. Actions shall be based upon current statutory and case law. Distribution of the proceeds shall be shared equally among the participating agencies, or as otherwise specified by written agreement.

#### **PROPERTY AND EVIDENCE:**

All property and evidence, including currency, seized within Florida but outside the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, shall be taken into custody, processed and documented by an FDLE Special Agent in accordance with FDLE policy relating to the handling of property, evidence and currency.

When such items are seized within the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, the items may be taken into custody, processed, documented and maintained by the lead agency, the agency with primary jurisdiction or as otherwise agreed upon.



In the event an investigation becomes a federal case or inquiry, any such property and evidence will be transferred into the custody of the Federal Bureau of Investigation or handled in accordance with their direction.

#### **LIABILITY AND COST-RELATED ISSUES:**

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omissions, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement. Nothing herein shall be deemed to constitute a waiver of any sovereign immunity to which any Party is entitled statutorily under Section 768.28, Florida Statutes, or based on common law or case law. Each Party shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of their participating employees.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the CART and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude necessary property or resources being purchased, funded, or provided by a participating Party via the Party's legally vested forfeiture funds, if otherwise authorized by law.

Each Agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts, if legally applicable, that may be determined to be payable for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation, including overtime compensation, for its personnel utilizing its legally vested forfeiture funds to the extent allowed by law.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein. But, for Florida law enforcement officers, in no event shall such coverage be less than the statutory waiver of sovereign immunity limits. Each Party agrees to provide the other Parties with a copy of the respective insurance or self-insurance required hereunder, including the endorsements thereto and renewals thereto. In the event a Party maintains a self-insurance fund, such Party agrees to provide the other Parties with documentation to substantiate the existence and maintenance of such self-insurance fund. The Parties agree that federal participants will be governed by applicable federal laws concerning the above liability issues.

### **COMPLAINTS AGAINST CHILD ABDUCTION RESPONSE TEAM MEMBERS:**

Whenever a complaint has been lodged as a result of CART efforts outside their jurisdictional boundaries pursuant to this Agreement, a designee of FDLE shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint, any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the CART participant(s) accused and the employing Agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

The Parties agree that federal agency participants will handle any complaints against their personnel while such federal personnel are involved in CART operations.

### **OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:**

The principal goal of the Child Abduction Response Team is the rescue of abducted children and the arrest of criminal perpetrators. An equally important goal is the successful prosecution of perpetrators. The latter requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the CART are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling CART generated cases and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from CART operations are likewise to receive coordinated support efforts from CART members. CART supervisors shall monitor the efforts of CART members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the CART to assure the expected level of support from CART members is occurring. Failure by a member of the CART to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal of the member from this Agreement.

### **COPY TO EACH PARTICIPATING CART MEMBER AGENCY:**

When this Agreement is fully executed, a copy shall be provided to each CART member so that each member may be fully aware of the powers, limitations, and expectations applicable to CART members and operations.

### **TERM OF AGREEMENT:**

This Agreement shall be effective as to the executing Parties upon execution by the member agencies of the CART and FDLE. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original.

Execution of this Agreement may be signified by properly **signing** and **dating** a separate signature page.

The original agreement and all signature pages shall be maintained by the FDLE Office of General Counsel. A copy of this agreement will also be maintained by the Special Agent in Charge for the CART region of operation.

This Agreement shall remain in full force as to all participating Parties until December 31, 2028, unless terminated in writing by FDLE as to all or separate Parties. This agreement may be renewed, amended, or extended only in writing. Any Party may withdraw from this Agreement upon providing written notice to FDLE and all other participating Parties. Any written cancellation or extension shall be maintained with the original agreement and a copy forwarded to FDLE Mutual Aid office.



**PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT,  
VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER  
AGENCIES OF THE ORLANDO REGIONAL OPERATIONS CENTER ABDUCTION  
RESPONSE TEAM.**

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

\*\*\*\*\*

**For the Florida Department of Law Enforcement (FDLE):**

  
\_\_\_\_\_  
J. Mark Glass, Commissioner  
Florida Department of Law Enforcement

25 FEB 25  
\_\_\_\_\_  
Date

Legal Review by Rue (attorney initials)

**PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY  
COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE ORLANDO  
REGIONAL OPERATIONS CENTER CHILD ABDUCTION RESPONSE TEAM.**

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may add or attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

\*\*\*\*\*

**For the Mount Dora Police Department:**

\_\_\_\_\_  
**Chief Michael Gibson**

Chief of Police

\_\_\_\_\_  
Date of Execution

**Voluntary Cooperation Mutual Aid Agreement Between the Participating  
Agencies and the Florida Department of Law Enforcement to Form an Orlando  
Regional Operations Center Child Abduction Response Team**

**CITY OF MOUNT DORA**

\_\_\_\_\_  
JAMES HOMICH  
MAYOR of the City of Mount Dora

**ATTEST:**

\_\_\_\_\_  
JEANANN HAND  
CITY CLERK

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Andrew J. Hand  
City Attorney





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

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**DATE:** January 20, 2026

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of Federal Bureau of Investigation Safe Streets Task Force Memorandum of Understanding

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**Introduction:**

This is a request for Council to approve the Memorandum of Understanding between the City of Mount Dora Police Department and the Federal Bureau of Investigation Safe Streets Task Force.

**Discussion:**

The mission of the Federal Bureau of Investigation's Safe Streets Task Force (SSTF) is to identify and dismantle criminal enterprises involved in drug trafficking, money laundering, alien smuggling, violent crimes, robbery, and gang activity. The SSTF enhances federal, state, and local law enforcement efforts through coordinated investigations and prosecution strategies focused on convicting and incarcerating dangerous offenders.

Through this partnership, the City of Mount Dora will benefit from direct collaboration with the Federal Bureau of Investigation and the Safe Streets Task Force to help prevent and reduce violent crime within and around the City. Participation in the SSTF will expand the Mount Dora Police Department's access to federal resources, including advanced technology, forensic support, and intelligence databases, while providing critical information on criminal activity that crosses jurisdictional boundaries.

This collaboration will allow the Mount Dora Police Department to focus on emerging crime trends such as gang activity and drug trafficking, enabling more targeted and proactive enforcement efforts. The use of proven federal investigative methods is expected to strengthen local crime-reduction strategies, enhance public safety, and contribute to a safer environment for residents and visitors.

Overall, joining the Safe Streets Task Force represents a strategic investment in the Mount Dora Police Department's capabilities and reinforces the City's commitment to effective crime prevention, interagency cooperation, and public confidence in law enforcement.

**Budget Impact:**

The assigned member's emergency police vehicle and associated costs will be funded by the Federal Bureau of Investigation. Additionally, overtime costs, up to \$22,155.25 annually, will be funded by the Federal Bureau of Investigation.

**Strategic Impact:**

Strategic Initiative 4: Provide High-Quality Services: *Provide high-quality City services that sustain a vibrant, safe, and healthy community.*

Goal 11: Ensure an exceptional level of Public Safety services.

**Recommendation:**

City Council approval the Memorandum of Understanding between the City of Mount Dora Police Department and the Federal Bureau of Investigation Safe Streets Task Force.

**Attachment(s):**

1. Attachment No. 1 2026 FBI Safe Streets Task Force MOU

Prepared by: Michael Gibson, Chief of Police

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 1/7/2026

Approved - 1/7/2026

Approved - 1/7/2026

Approved - 1/12/2026

Approved - 1/12/2026

Final Approval - 1/12/2026

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**FEDERAL BUREAU OF INVESTIGATION  
JACKSONVILLE – DAYTONA BEACH SAFE STREETS TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **City of Mount Dora and the Mount Dora Police Department**(participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of Jacksonville - Daytona Beach Safe Streets Task Force (SSTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

**MISSION**

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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**SUPERVISION AND CONTROL**

**A. Supervision**

5. Overall management of the SSTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the FBI Jacksonville Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the SSTF Coordinator. Either the SSTF Supervisor or the SSTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or SSTF Coordinator.
8. SSTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SSTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. All SSTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).
11. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
12. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

**B. Case Assignments**

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13. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
14. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSTF Supervisor.
15. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.
16. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

18. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
20. SSTF investigative leads outside of the geographic areas of responsibility for FBI Jacksonville Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.

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22. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
23. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
24. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
27. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in SSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
29. SSTF investigative records maintained at the Jacksonville Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSTF personnel.

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31. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSTF Supervisor approval.
32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

**INFORMATION SHARING**

33. Records or reports created or obtained by the JK- DBRA SSTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the JK- DBRA SSTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the **Mount Dora Police Department** receives a request pursuant to **Florida's** public records statute, **Chapter 119**, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose JK- DBRA SSTF records, the **Mount Dora Police Department** will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.
34. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
35. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.
36. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
37. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will

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promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

38. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
39. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
40. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations and policies governing each party.

**PROSECUTIONS**

41. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
42. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.
43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

44. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic

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surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

47. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

48. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
49. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.<sup>2</sup>

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

<sup>2</sup> Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term “less-than-lethal” is synonymous with “less-lethal”, “non-lethal”, “non-deadly”, and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. “Less-lethal” is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

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**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

50. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

51. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 U.S.C. authority (via the United States Marshals Service) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). The deputation(s) should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.
52. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.
53. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the SSTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the SSTF to be deputized while assigned to the SSTF. The FBI will secure the required authorization for deputations, as needed.
54. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the SSTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

**VEHICLES**

55. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency SSTF personnel will require the execution of a separate Vehicle Use Agreement.
56. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.
57. Neither the FBI nor the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by **Neil Anderson, a member of the Mount Dora Police Department** while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the JK- DBRA SSTF.

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58. To the extent permitted by applicable law, the **City of Mount Dora and the Mount Dora Police Department** agrees to hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by **Neil Anderson, a member of the Mount Dora Police Department**, which is outside the scope of their official duties and assignments.

**SALARY/OVERTIME COMPENSATION**

59. The FBI and each participating agency remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.
60. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and the participating agencies for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

61. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

**FUNDING**

62. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

**FORFEITURES**

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- 63. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
- 64. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

**DISPUTE RESOLUTION**

- 65. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
- 66. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

**MEDIA RELEASES**

- 67. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
- 68. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SELECTION TO SSTF AND SECURITY CLEARANCES**

- 69. If a participating agency candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
- 70. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.
- 71. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
- 72. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

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73. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

74. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.
75. Each party agrees to notify the other in the event of receipt of a civil claim arising from the SSTF. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the operational relationship. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

76. COMMON LAW TORT CLAIMS

- A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
- B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of SSTF activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.

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- D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3)."
77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.
78. Liability for any conduct by **Neil Anderson, a member of the Mount Dora Police Department**, undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the JK- DBRA SSTF shall not be the responsibility of the FBI or the United States.

**DURATION**

79. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
80. Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
81. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

**MODIFICATIONS**

82. This agreement may be modified at any time by written consent of all involved agencies.

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83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**SIGNATORIES**

\_\_\_\_\_  
Special Agent in Charge  
Federal Bureau of Investigation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Police Chief  
City of Mount Dora

\_\_\_\_\_  
Date

**CITY OF MOUNT DORA**

\_\_\_\_\_  
JAMES HOMICH  
MAYOR of the City of Mount Dora

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
JEANANN HAND  
CITY CLERK

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

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**FOR OFFICIAL USE ONLY**



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

---

**DATE:** January 20, 2026

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of Lake County Sheriff's Office Aviation Tactical Flight Officer Program

---

**Introduction:**

This is a request for Council to approve the City of Mount Dora's participation in the Lake County Sheriff's Office Aviation Tactical Flight Officer Program.

**Discussion:**

The Lake County Sheriff's Office has established a Tactical Flight Officer Program, through which deputies and participating municipal law enforcement officers conduct coordinated tactical flight operations. This program allows multiple agencies to share personnel, equipment, and funding, serving as a force multiplier that enhances the overall effectiveness and efficiency of law enforcement operations.

Participation in task force programs such as the Tactical Flight Officer Program provides member agencies with access to advanced investigative techniques, operational strategies, and specialized training that would not otherwise be available through individual agency resources. The collaboration also improves the sharing of information related to criminal activity and emerging crime trends, supporting unified enforcement efforts and strengthening crime prevention initiatives.

Through participation in the Tactical Flight Officer Program, the City of Mount Dora will benefit from enhanced aerial surveillance over and around the City. The addition of an aviation component provides a proactive crime prevention tool that supports patrol operations, deters criminal activity, and contributes to improved public safety for residents and visitors.

**Budget Impact:**

No budgetary impact

**Strategic Impact:**

Strategic Initiative 4: Provide High-Quality Services: Provide high-quality City services that sustain a vibrant, safe, and healthy community.

Goal 11: Ensure an exceptional level of Public Safety services.

**Recommendation:**

City Council approval of the participation in the Lake County Sheriff's Office Tactical Flight Officer Program.

**Attachment(s):**

1. Aviation Unit TFO - LCSO 12.18.25

Prepared by: Michael Gibson, Chief of Police

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 1/7/2026

Approved - 1/7/2026

Approved - 1/8/2026

Approved - 1/12/2026

Approved - 1/12/2026

Final Approval - 1/12/2026



**AGREEMENT CONCERNING  
THE SHERIFF'S AVIATION  
TACTICAL FLIGHT OFFICER  
PROGRAM**

This Agreement (hereinafter "Agreement") is entered into by and between the City of Mount Dora (hereinafter "CITY") and Peyton C. Grinnell, Sheriff of Lake County, Florida (hereinafter "SHERIFF").

WHEREAS, the SHERIFF operates the Sheriff's Aviation Unit which, amongst other things, is tasked with detecting and deterring persons violating laws in Lake County, Florida; and

WHEREAS, the Sheriff's Aviation Unit is or shall be comprised of Sheriff's Deputies and Sworn Law Enforcement Officers assigned from Municipal Law Enforcement Agencies within Lake County; and

WHEREAS, the CITY desires to participate in the Sheriff's Aviation Tactical Flight Officer Program by assigning Sworn Law Enforcement Officer(s) (hereinafter may be referred to as the "Officer") from the CITY'S Agency to the Sheriff's Aviation Unit;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter contained, the SHERIFF and the CITY agree as follows:

1. Pursuant to §30.09(4) and §§23.12-23.127, Fla. Stat., the SHERIFF appoints as Deputy Sheriffs those Officers assigned by the CITY to the Sheriff's Aviation Tactical Flight Officer with the following limitations and conditions:
  - a. The time limits of this appointment is four (4) years from the date of execution and shall remain in effect until revoked or rescinded by the SHERIFF at his sole and absolute discretion.
  - b. The powers given to the Officer shall be solely to aid the SHERIFF in the performance of his duties as the elected Sheriff of Lake County.
  - c. The Officer shall have a minimum of two (2) weeks of ground school assignment to Sheriff's Aviation's Unit and a minimum of two (2) days per month assignment to the Aviation Unit.
  - d. The SHERIFF expressly reserves the right to revoke the Officer's authority

as a Lake County Deputy Sheriff at any time with or without cause.

- e. The Officer's acceptance to the Aviation Tactical Flight Officer Program is at the sole discretion of the Sheriff's Aviation Unit's Chief Pilot. The Officer must pass a flight test and physical examination prior to attending ground school. The physical examination shall be at the Lake County Sheriff Office's medical clinic, and the cost of such examination shall be borne the Lake County Sheriff's Office.
  - f. This appointment shall be automatically rescinded upon the Officer's termination, suspension, retirement or resignation from the employing agency, or having their credentials suspended or revoked by the Criminal Justice Standards and Training Commission.
  - f. This appointment does not create any employment rights for the assigned Officer(s).
- 2. Any action taken on behalf of the SHERIFF by the Officer become the actions of the SHERIFF. As such, these actions are subject to the SHERIFF'S procedures, rules, regulations, directives, and policies.
  - 3. Before an Officer may exercise any power in the name of the SHERIFF, except in case of emergency where his/her action are needed to prevent the loss of life or great damage to property, the Officer must receive the specific authority to do so from the SHERIFF or his designee. Any arrests made in the name of the SHERIFF by the Officer shall be immediately reported on whatever forms or reports are required by the Lake County Sheriff's Office.
  - 4. Under no circumstances will the Officer exercise his/her powers as a Deputy Sheriff of Lake County to initiate or further an investigation beyond authorization of the SHERIFF or his designee.
  - 5. The powers given to the Officer as a Deputy Sheriff of Lake County are strictly limited to the time he/she is working (actual hours) in the Sheriff's Aviation Unit. The Officer will not have Deputy Sheriff power outside the actual time assigned to Sheriff's Aviation Tactical Flight Officer Program, except as otherwise provided.
  - 6. The Officer shall not use his/her powers as a Deputy Sheriff of Lake County to

work off-duty employment.

7. The Officer shall actively participate in the Sheriff's Aviation Tactical Flight Officer Program operations and attend any Sheriff's Aviation Unit meetings. Failure to comply with this requirement may result in the revocation of his/her appointment.
8. Subject to the provisions of §768.28, Fla. Stat., the CITY shall bear liability arising from acts undertaken or omissions by the CITY's Officer(s) while assigned to the Sheriff's Aviation Tactical Flight Officer Program. The CITY shall also bear the risk of loss or damage to any equipment the CITY's Agency provides to the assigned Officer(s). The assigned Officer(s) shall continue to be compensated and insured by the CITY while assigned to the Sheriff's Aviation Tactical Flight Officer Program.
9. Any seizure of property pursuant to the Florida Contraband Forfeiture Act, will be prosecuted by the SHERIFF'S General Counsel in accordance with Florida law and the SHERIFF'S policy. The CITY'S agency shall receive an equitable share of the net proceeds of any forfeitures initiated while participating in the Sheriff's Aviation Tactical Flight Officer Program as determined by the SHERIFF in his absolute discretion. The net proceeds are the value of the seized asset less any liens, filing fees, and litigation costs incurred by the SHERIFF in perfecting title to the seized asset(s). Any deviation from this forfeiture sharing agreement shall be approved by the SHERIFF or his designee, and the CITY.

IN WITNESS WHEREOF, the SHERIFF and the CITY have made and executed this Agreement on the respective dates under each signature.

\_\_\_\_\_  
Michael T. Gibson, Chief of Police  
Mount Dora Police Department

\_\_\_\_\_  
Peyton C. Grinnell, Sheriff of Lake County

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF MOUNT DORA**

---

JAMES HOMICH  
MAYOR of the City of Mount Dora

**ATTEST:**

---

JEANANN HAND  
CITY CLERK

Approved as to form and legal sufficiency:

---

Andrew J. Hand  
City Attorney



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

---

**DATE:** January 20, 2026

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval to Use State Forfeiture Funds for the Purchase of Security Cameras in Historic Downtown

---

**Introduction:**

This is a request for the City Council to approve the use of State Forfeiture Funds for the purchase of security cameras in Historic Downtown.

**Discussion:**

Section 932.7055(5)(a), Florida Statutes, governs the permissible use of law enforcement forfeiture funds and restricts their expenditure to specific public safety purposes, including crime prevention initiatives, drug prevention programs, school resource officers, and equipment or services that fall outside a law enforcement agency's normal operating budget.

Security cameras play a critical role in enhancing public safety, particularly in Mount Dora's historic downtown area, which serves as a regional destination for residents, businesses, and visitors. Strategically placed cameras deter criminal activity, support proactive policing, and provide valuable evidence for criminal investigations. The Mount Dora Police Department has identified a need for additional security camera coverage in certain downtown locations that was not anticipated during the annual budget process. Florida law permits the use of forfeiture funds for unplanned, supplemental public safety equipment when the purchase supports a law enforcement or crime prevention mission and is beyond normal operating expenses.

In addition to supporting investigations, visible security cameras act as a deterrent to theft, vandalism, and violent crime. Live video access will allow officers to quickly assess incidents, respond more effectively, and provide support during special events and festivals by identifying disturbances or individuals in need of assistance.

Overall, expanding security camera coverage in downtown Mount Dora will strengthen public safety, enhance community confidence, and help ensure a safe and welcoming environment for residents, businesses, and visitors.

The Mount Dora Police Department is requesting approval to use state forfeiture funds to purchase two (2) advanced security cameras and the associated monitoring platform from **Flock Safety**. The City currently utilizes Flock Safety for license plate reader technology, and maintaining a consistent platform will promote operational efficiency, ease of use, and seamless integration for officers. The cameras will be monitored by sworn personnel as needed and used to review historical footage during criminal investigations.

**Budget Impact:**

There is no budgetary impact.

This action will allow the Police Department to use up to \$14,000 in State forfeiture funds for the purchase and installation of the cameras in the historic downtown area.

**Strategic Impact:**

The strategic impact of security cameras in downtown Mount Dora significantly enhances public safety and economic vitality. Their presence deters crime, fostering a safer environment for residents and visitors. This increased safety encourages more foot traffic for local business, boosting the local economy. Additionally, cameras aid law enforcement in quickly resolving incidents, while providing valuable data for planning crime reduction strategies and event management.

Strategic Initiative 4: Provide High-Quality Services: Provide high-quality City services that sustain a vibrant, safe, and healthy community.

Goal 11: Ensure an exceptional level of Public Safety services.

**Recommendation:**

City Council approval to purchase security cameras using State forfeiture funds.

**Attachment(s):**

1. Attachment 1 Security Cameras
2. Attachment 2 Chief Certification Security Camera Purchase

Prepared by: Michael Gibson, Chief of Police

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 1/9/2026

Approved - 1/12/2026

Approved - 1/12/2026

Approved - 1/12/2026

Approved - 1/12/2026

Final Approval - 1/12/2026





## **Flock Safety + FL - Mount Dora PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Jessica Khokhlan  
[jessica.khokhlan@flocksafety.com](mailto:jessica.khokhlan@flocksafety.com)  
+17745017780

Quote Number: Q-181546  
Expiration Date: 02/04/2026



## ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

|                         |                                              |                    |                                               |
|-------------------------|----------------------------------------------|--------------------|-----------------------------------------------|
| Customer:               | FL - Mount Dora PD                           | Initial Term:      | 24 Months                                     |
| Legal Entity Name:      | FL - Mount Dora PD                           | Renewal Term:      | 36 Months                                     |
| Accounts Payable Email: | kruegere@ci.mount-dora.fl.us                 | Payment Terms:     | Net 30                                        |
| Address:                | 1300 N Donnelly St Mount Dora, Florida 32757 | Billing Frequency: | Annual Plan - First Year Invoiced at Signing. |
|                         |                                              | Retention Period:  | 30 Days                                       |

### Hardware and Software Products

Annual recurring amounts over subscription term

| Item                                                     | Cost     | Quantity | Total      |
|----------------------------------------------------------|----------|----------|------------|
| Flock Safety Platform                                    |          |          | \$6,000.00 |
| Flock Safety Video Products                              |          |          |            |
| Flock Safety Video Camera PTZ w/ LTE Service, fka Condor | Included | 2        | Included   |

### Professional Services and One Time Purchases

| Item                                                             | Cost     | Quantity | Total       |
|------------------------------------------------------------------|----------|----------|-------------|
| One Time Fees                                                    |          |          |             |
| Flock Safety Professional Services                               |          |          |             |
| Video Camera Professional Services - Standard Implementation Fee | \$750.00 | 2        | \$1,500.00  |
| Subtotal Year 1:                                                 |          |          | \$7,500.00  |
| Annual Recurring Subtotal:                                       |          |          | \$6,000.00  |
| Estimated Tax:                                                   |          |          | \$0.00      |
| Contract Total:                                                  |          |          | \$13,500.00 |

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

*The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.*

## Billing Schedule



| Billing Schedule                     | Amount (USD) |
|--------------------------------------|--------------|
| <b>Year 1</b>                        |              |
| At Contract Signing                  | \$7,500.00   |
| <b>Annual Recurring after Year 1</b> | \$6,000.00   |
| <b>Contract Total</b>                | \$13,500.00  |

\*Tax not included

### **Discounts**

| Discounts Applied                  | Amount (USD) |
|------------------------------------|--------------|
| Flock Safety Platform              | \$0.00       |
| Flock Safety Add-ons               | \$0.00       |
| Flock Safety Professional Services | \$0.00       |

## Product and Services Description

| Flock Safety Platform Items                                      | Product Description                                                                                                                                                                                            |
|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Flock Safety Video Camera PTZ w/ LTE Service, fka Condor         | Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. |
| Video Camera Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |

## FlockOS Features & Description

| FlockOS Features | Description |
|------------------|-------------|
|------------------|-------------|

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement. .**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: FL - Mount Dora PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_





**CITY OF  
MOUNT  
DORA**

**POLICE DEPARTMENT**

---

**City Hall**  
510 N. Baker St.  
Mount Dora, FL 32757

Office of the City Manager  
352-735-7126  
Fax: 352-735-4801

Finance Department  
352-735-7118  
Fax: 352-735-1406

Human Resources  
352-735-7106  
Fax: 352-735-9457

Planning and Development  
352-735-7112  
Fax: 352-735-7191

**City Hall Annex**  
900 N. Donnelly St.  
Mount Dora, FL 32757

Parks and Recreation  
352-735-7183  
Fax: 352-735-3681

**Public Safety Complex**  
1300 N. Donnelly St.  
Mount Dora, FL 32757

Police Department  
352-735-7130  
Fax: 352-383-4623

Fire Department  
352-735-7140  
Fax: 352-383-0881

**Public Works Complex**  
1250 N. Highland St.  
Mount Dora, FL 32757  
352-735-7151  
Alt. Tel: 352-735-7105  
Fax: 352-735-1539  
Alt. Fax: 352-735-2892

**W. T. Bland Public Library**  
1995 N. Donnelly St.  
Mount Dora, FL 32757  
352-735-7180  
Fax: 352-735-0074

**Website:**  
[www.cityofmountdora.com](http://www.cityofmountdora.com)

January 8, 2026

Honorable Mayor James Homich,  
Vice Mayor John Cataldo,  
and Council Members

Section 932.7055(5)(a), Florida Statutes, governs the use of law enforcement forfeiture funds and limits their use to specific public safety purposes, such as crime prevention, drug prevention, school resource officers, or adding equipment and services not covered by normal operating budgets.

Florida law strictly prohibits the use of forfeiture funds to meet normal operational needs of the law enforcement agency. The funds are explicitly intended to be used as supplemental funding for authorized purposes, not as a standard source of revenue. Forfeiture funds cannot replace or offset existing funding for regular operations.

On occasions, the Mount Dora Police Department identifies public safety needs that were not considered during budget development. In this case, the Police Department has identified a need for security cameras in specific locations in the historic downtown. In the City of Mount Dora, it is currently not a normal function of the Police Department to manage security cameras; it is a function of City's Information Technology Section. However, the current security cameras do not meet the needs of the Police Department and their law enforcement and crime prevention mission.

The Police Department requests approval from City Council to use State forfeiture funds to purchase two (2) advanced security cameras, along with the required platform from Flock Safety. For product standardization, it is operationally in the Police Department's best interest to stay with the Flock Safety products. We request Council's approval to use up to \$14,000.00 of State forfeiture funds for the purchase of security cameras.

Section 932.7055(5)(b) requires the Chief of Police to submit to the City Council written certification that the request to use forfeiture funds complies with the provisions established by statute.

---

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On review of the City of Mount Dora's budget, the purchase of security cameras, for a specific crime prevention need, was not a budgeted item. For the Police Department, the purchase of security cameras has not been a usual, normal or an established law enforcement expense. The requested forfeiture funds will be in addition to the Police Department's primary budget. Additionally, the added security cameras will serve a law enforcement and crime prevention function.

Based on my review and best judgement, as the Chief of Police, I certify that the purchase of security cameras will serve a law enforcement need and falls within the allowable uses of State forfeiture funds.

If there are any questions regarding this request, do not hesitate to ask.

A handwritten signature in blue ink, appearing to read 'M. T. Gibson', is positioned above the printed name.

Michael T. Gibson  
Chief of Police



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

---

**DATE:** January 20, 2026

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Ratification of Emergency Agreement for Professional Engineering and Geotechnical Services for Limit Avenue Public Works Facility Stormwater Pond Repair.

---

**Introduction:**

This is a request for Council to ratify the City Manager's approval of the emergency agreement for professional engineering and geotechnical services for Stormwater Pond 3 repair that was damaged during the rain event on October 26, 2025.

**Discussion:**

During the severe storm event on October 26, 2025, Public Works Facility Stormwater Pond 3 was severely damaged. The berm and drainage infrastructure needs repairing with some fill to restore stormwater management and site functionality. This contract will provide the final design for construction of the permanent pond and adjacent infrastructure repairs and some enhancements necessary to return Mount Dora Public Works Facility Stormwater Pond 3 to stormwater management and site functionality.

Resolution No. 2025-45 was approved on October 27, 2025, declaring a local emergency, allowing for City Manager's approval for work to continue.

**Budget Impact:**

This work will cost of \$117,000 and charged to GL # 310-5555-580.46-01-DE1901. Funds will be split between water/wastewater, Electric, General Fund, and Stormwater. The project cost will be included in the mid-year budget amendment.

**Strategic Impact:**

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure: *Ensure Mount Dora's critical infrastructure is properly maintained and expanded as needed.*

Objective 7.2 Focus on strategies and infrastructure to improve public health, safety, and welfare within the City.



Objective 10.4 — Effectively manage stormwater runoff while protecting the environment and minimizing flooding.

**Recommendation:**

City Council ratify approval of the Emergency Agreement for Professional Engineering and Geotechnical Services for Public Works Facility Stormwater Pond 3 Repair.

**Attachment(s):**

1. 2025-12-17 CMT Emergency Contract w Exs A-C-3.jh\_(VS\_City Manager signed)

Prepared by: vedderl vedderl, Administrative Assistant

Reviewed by:

Steve Langley, Assistant City Manager-Electric Utility Director

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 1/8/2026

Approved - 1/12/2026

Approved - 1/13/2026

Approved - 1/13/2026

Approved - 1/13/2026

Approved - 1/13/2026

Final Approval - 1/13/2026

**EMERGENCY AGREEMENT FOR PROFESSIONAL ENGINEERING AND  
GEOTECHNICAL SERVICES FOR STORMWATER POND 3 REPAIR**

**THIS EMERGENCY AGREEMENT FOR PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR STORMWATER POND 3 REPAIR** (“Agreement”) is made by and between the CITY OF MOUNT DORA, a Florida municipal corporation, with its principal address located at 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY,” and CRAWFORD, MURPHY & TILLY, INC., Delaware corporation, with a principal address of 2750 West Washington Street, Springfield, IL 62702, hereinafter referred to as the “CONTRACTOR.”

**WITNESSETH:**

**WHEREAS**, due to an unprecedented rainfall event occurring on October 26, 2025 through October 27, 2025, the City of Mount Dora suffered extensive flooding, overflowing waterways, road washouts, and significant damage to infrastructure, facilities, and property, constituting a serious threat of injury, loss of life, disruption of services, and threats to the public health, safety and welfare; and

**WHEREAS**, during the unprecedented rainfall event, CITY Public Works Facility Stormwater Pond 3 suffered significant damage to the facility and adjacent drainage infrastructure; and

**WHEREAS**, the damage to the facility and adjacent drainage infrastructure presents an immediate and ongoing threat to public health, safety and welfare; and

**WHEREAS**, to protect public health, safety and welfare, CITY has an immediate need for professional engineering and geotechnical services for the final design for construction of permanent repairs to Stormwater Pond 3 and adjacent infrastructure to restore stormwater management and site functionality; and

**WHEREAS**, due to the above emergency event, pursuant to Resolution No. 2025-45, on October 27, 2025, the City of Mount Dora declared a local state of emergency under Chapter 252, *Florida Statutes*, which has been and will continue to be extended under general law for as long as the state of emergency exists; and

**WHEREAS**, on October 29, 2025, under Executive Order No. 25-213, the Governor of the State of Florida declared a state of emergency exists in the City of Mount Dora, Lake County, and other municipalities within Lake County for the same reasons; and

**WHEREAS**, pursuant to the authority provided in Chapter 252, *Florida Statutes*, Executive Order No. 25-213, Resolution 2025-45, and the City’s Purchasing Policies, the City may waive certain procedures and formalities for the purpose of performing any public work and taking whatever prudent action is necessary to ensure public health, safety and welfare, including entering into contracts; and

**WHEREAS**, Section 3.4-1(I) of the City's Purchasing Policies provides that the City Manager may make Emergency Purchases of Goods, Services or Construction "when there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with source selection methods contrary to the public interest"; and

**WHEREAS**, absent the present emergency threatening the public health, safety and welfare, this Agreement would be subject to the competitive solicitation and negotiation requirements of Section 287.055, *Florida Statutes*; and

**WHEREAS**, Section 287.055(3)(a)1, *Florida Statutes*, expressly excludes the requirements of the statute "in cases of valid public emergencies certified by the agency head." *See also* Op. Att'y Gen. Fla. 1975-78; and

**WHEREAS**, Resolution No. 2025-45, all extensions thereof, and the signatures of the City Manager and ratification by the City Council of the City of Mount Dora below constitute the necessary certification by the agency head as contemplated by Section, 287.055, *Florida Statutes*; and

**WHEREAS**, CITY finds that the CONTRACTOR, including the subcontractors identified in the exhibits hereto, has the immediate equipment, labor, materials, and expertise to accomplish this task on an emergency basis and, therefore, good cause exists to waive the City's normal source selection methods under this Agreement; and

**WHEREAS**, this Agreement is expressly limited to the flood damage to the public works facility and adjacent infrastructure and those professional services required to design to the construction repair of same; and

**WHEREAS**, due to the ongoing state of emergency and continued risks to public health, safety and welfare, CITY finds that no other source selection methods are appropriate to meet the emergency needs of the City and the public; and

**WHEREAS**, due to the emergency powers afforded to the City Manager to protect the health, safety, and welfare of the public during this declared state of local emergency, it is the intent of the parties that the City Manager will, with full lawful authority, execute this Agreement, which will then be ratified by the City Council at its first available public meeting.

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

**SECTION 1.        RECITALS.**

The above Recitals are true and correct and are incorporated herein by this reference.



## **SECTION 2.           TERM.**

The term of this Agreement shall commence upon execution of this Agreement by CITY and CONTRACTOR and shall continue until the services are completed. It is expressly understood that time is of the essence for the public health, safety and welfare. Thus, final design plans are expected by February 11, 2026.

## **SECTION 3.           SCOPE OF SERVICES.**

This project consists of furnishing all labor, materials, equipment, surveys and geotechnical borings, permits, analysis and incidentals necessary to prepare the final design for construction of the permanent pond and adjacent infrastructure repairs necessary to return Mount Dora Public Works Facility Stormwater Pond 3 to stormwater management and site functionality.

The CONTRACTOR shall be responsible for performing all services provided in the Scope of Work attached hereto as **Exhibit “A”** for the total cost of \$117,000.00, which includes Tasks 1 through 5. Any additional costs must be approved in writing by the City Manager. To the extent of any conflict between **Exhibit “A”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

CITY agrees CONTRACTOR may utilize the subcontractors identified in the sub-proposals attached hereto as **Exhibit “B.”** The compensation to the subcontractors is incorporated into the total costs above and in **Exhibit “A.”**

## **SECTION 4.           OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may

subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

**SECTION 5.            STANDARD OF CARE.**

- A.     The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY's stated objectives and standards.
- B.     The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

**SECTION 6.            COMPENSATION.**

- A.     Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth above in Section 3 above and in **Exhibit "A."** To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B.     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 work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

**SECTION 7.            TERMINATION.**

The CITY may terminate this Agreement, with or without cause, given fifteen (15) days written notice to the CONTRACTOR. In the event of termination, payment due to CONTRACTOR will be pro-rated for work performed.

**SECTION 8.            PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed through the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

## **SECTION 9. INSURANCE.**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
  - 1. AUTOMOBILE:
    - a. Combined Single Limit: \$300,000 per accident,

**OR**

  - b. Bodily Injury: \$300,000 per person,

**AND**

Property Damage: \$100,000 per accident;

- 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
- 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
- 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
- 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.



- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
  2. The specified job by name and job number,
  3. List the "CITY OF MOUNT DORA" as an Additional Insured,
  4. Recognizes the Indemnification requirements of this Agreement.
  5. The name of the insurer,
  6. The number of the policy,
  7. The effective date,
  8. The termination date,
  9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any subcontractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the CITY upon reasonable request.
- G. The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such

deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

**SECTION 10. CITY OBLIGATIONS.**

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

**SECTION 11. ENTIRE AGREEMENT.**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

**SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, exclusive venue shall lie in Lake County, Florida. **The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.** To the extent of an conflict between this term and the Exhibits attached hereto, this term shall prevail.

**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**

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY to perform the services set forth herein.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which 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 the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**SECTION 14. INDEPENDENT CONTRACTOR.**

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

**SECTION 15.           APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

**SECTION 16.           COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

**SECTION 17.           INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the negligent acts and/or omissions of the CONTRACTOR, or any of its employees, agents, subcontractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify and hold the CITY harmless for any and all such 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 negligent acts and/or omissions of the CONTRACTOR, or any of its employees, agents, subcontractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

**SECTION 18.           BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

**SECTION 19.           BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.



**SECTION 20.        ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

**SECTION 21.        SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

**SECTION 22.        WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

**SECTION 23.        NOTICE.**

The parties hereto agree and understand that written notice, mailed 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 or via email:

CITY:                      City of Mount Dora  
                                 Attention: City Manager  
                                 510 N. Baker Street  
                                 Mount Dora, Florida 32756  
                                 [sandersfeldv@mountdora.gov](mailto:sandersfeldv@mountdora.gov)

Copy to:                  Patrick Brackins, Esquire  
                                 Shepard, Smith, Hand & Brackins, P.A.  
                                 2300 Maitland Center PKWY, STE 100  
                                 Maitland, FL 32751  
                                 [pbrackins@shepardfirm.com](mailto:pbrackins@shepardfirm.com)

CONTRACTOR: Crawford, Murphy & Tilly, Inc.  
7785 Baymeadows Way Suite 200  
Jacksonville, FL 32256  
C/o Ty Sander  
tsander@cmtengr.com

Winter Springs, FL 32708

**SECTION 24. 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 25. HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

**SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

To the extent task authorizations, notices to proceed, or change orders are necessary, those will be issued on the City's standard forms and will be incorporated into the terms of this Agreement.

**SECTION 27. CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this

Agreement immediately, without liability and without regard to the notice requirements set forth herein.

**SECTION 28. PUBLIC ENTITY CRIMES.**

As required by section 287.133, *Florida Statutes*, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

**SECTION 29. 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 30. 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 subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

**SECTION 31. 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 five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the Five (5) 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 the findings in this audit without regard to any notice requirement for termination.

**SECTION 32. SOVEREIGN IMMUNITY.**

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

### **SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

### **SECTION 34. SCRUTINIZED COMPANIES.**

Pursuant to § 287.135, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR is not on the Scrutinized Companies or Other Entities that Boycott Israel List and is not engaged in a boycott of Israel. CONTRACTOR further agrees that CONTRACTOR will not subcontract with any entity that is on the Scrutinized Companies or Other Entities that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." CONTRACTOR certifies that none of CONTRACTOR's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies or Other Entities that Boycott Israel List or engaged in a boycott of Israel. In the event CONTRACTOR, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies or Other Entities that Boycott Israel List or engages in a boycott of Israel during the term of this Contract, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this provision, including any false certification, may subject CONTRACTOR to civil penalties, termination of the Contract, and other remedies available under the law.



**SECTION 35.           HUMAN TRAFFICKING AFFIDAVIT.**

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

**SECTION 36.           ELECTRONIC SIGNATURES.**

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or “pdf” file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

**SECTION 37.           ATTACHMENTS.**

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the CITY as part of the CONTRACTOR’s response to the CITY’s solicitation for the Agreement. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitting such attachments to the CITY with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the CITY. In the event of any conflict between the Attachments or Exhibits hereto and the terms of this Agreement, the terms of this Agreement shall prevail.

**[SIGNATURES ON FOLLOWING PAGE]**

**[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7th day of January, 2026.

CITY OF MOUNT DORA  
Vince  
Sandersfeld

Digitally signed by  
Vince Sandersfeld  
Date: 2026.01.07  
16:00:40 -05'00'

\_\_\_\_\_  
Vince Sandersfeld, City Manager

ATTEST:

Jeanann Hand  
Jeanann Hand, City Clerk

Ratified at a duly notice public meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2026.

CITY OF MOUNT DORA

\_\_\_\_\_  
James Homich, Mayor

ATTEST:

\_\_\_\_\_  
Jeanann Hand, City Clerk

CONTRACTOR

By: [Signature]  
Print: PAUL INA  
Title: Group Manager, FL

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of PAUL E. INA, as GROUP MANAGER, FL, of CRAWFORD, MURPHY, & TILLY, INC., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath this 6<sup>TH</sup> day of JANUARY, 2025. 2026

(stamp)



DONALD JAMES SHELDON, JR.  
Notary Public  
State of Florida  
Comm# HH531349  
Expires 5/27/2028

[Signature]  
NOTARY PUBLIC, State of Florida

**Exhibit “A”  
Scope of Services**



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**GENERAL PROJECT INFORMATION & FEATURES**

Following the recent flood event that damaged Pond 3 and adjacent drainage infrastructure at the Mount Dora Public Works Facility, Crawford Murphy & Tilly (CMT) proposes professional engineering services for the final design and construction of permanent pond repairs and stormwater improvements. This scope addresses the City's need for resilient, long-term solutions to restore and enhance stormwater management and site functionality.

**Project Schedule:**

The project schedule is a priority for the City. The preliminary hydraulic evaluation and design will begin upon Notice to Proceed from the City and be submitted by January 8, 2026. The survey and geotechnical will be submitted to CMT by January 15, 2026, and CMT will submit the final plans by January 23, 2026.

**Project Limits:**

The project is limited to flood damage on the Mount Dora Public Works Facility site, in the vicinity of Pond 3.

**Professional Services Fee:**

Payment to CMT for Tasks 01 – 04 will be on a lump sum basis, based on the attached fee estimate and in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. The lump sum fee for the services in Task 01 – 04 shall be **\$109,800**. Task 05 (Optional), if executed, shall be payable on a time plus materials basis and in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost plus 10%. Contract value of Task 05 shall not exceed **\$7,200**.

**Task 01 – Damage Assessment & Site Evaluation - \$8,940**

*Assessment of existing conditions, data collection.*

- A. Conduct site visit to document and assess the extent of flood damage.
- B. Review available documentation and data from the City.
- C. Evaluate the condition of remaining pond features, drainage pipes, and related assets.
- D. Evaluate stabilization measures

**Task 02 – Topographical Survey & Geotechnical Services - \$56,750**

*Subcontracted services coordinated by CMT.*

- A. Perform topographic survey of the pond and surrounding drainage features
- B. Conduct geotechnical borings and analysis to inform pond and spillway design
- C. Incorporation of survey information into design CAD drawings

**Task 03 – Pond, Outfall & Emergency Spillway Design - \$28,560**

*Design of repairs and improvements to increase pond flood resilience.*

- A. Develop construction documents for pond and drainage repairs, to include:
  - a. Assessment and design of pond berm and slopes
  - b. Design of erosion control and stabilization features
  - c. Design of drainage structures and pipe replacements to restore stormwater management
  - d. Supporting calculations for hydraulic and hydrologic performance under final conditions
  - e. Provide limited technical specifications as needed to supplement standard specifications
  - f. Develop final grading and cross section plans for pond repairs
  - g. Design new outfall structure for improved stormwater discharge
  - h. Design new emergency spillway for flood resilience

## ATTACHMENT A - SCOPE OF WORK

Mount Dora Public Works Facility – Final Pond Repair and Drainage Improvements

Client: City of Mount Dora, FL



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### **Task 04 – Permitting & Agency Approval - \$15,560**

*Preparation and application for Major Modification to Environmental Resource Permit.*

- A. Prepare hydraulic report documenting proposed improvements and results of hydraulic modeling.
- B. Analysis of and compliance with new Florida stormwater rules effective December 28, 2025.
- C. Prepare and submit permit applications to SJRWMD for Major Modification to Environmental Resource Permit (ERP)
- D. Coordinate with City of Mount Dora for agency review and approval.
- E. Up to one (1) virtual meeting with SJRWMD regulatory staff, if necessary, to process permit modification.

### **(Optional) Task 05 – Construction Administration Services - \$7,200 (Not to Exceed 40 hrs)**

*Not included in the base Scope of Services, however, Construction Administration Services may be performed on a Time Plus Expense basis at the request of the City at CMT's standard rates. The Task 05 fee, as proposed, is a not-to-exceed amount. Services may include:*

- A. Providing construction observation and administration for proposed permanent improvements.
- B. Reviewing contractor submittals, responding to RFIs, and verifying completion of permanent improvements.
- C. Providing limited construction observation and administration for interim repair work.
- D. Reviewing contractor submittals, responding to RFIs, and verifying completion of interim repairs.
- E. Attending progress meetings, as needed.

**STANDARD GENERAL CONDITIONS**  
**Crawford, Murphy & Tilly, Inc.**

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation ☐ Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT**, **ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

**CRAWFORD, MURPHY & TILLY, INC.**  
**STANDARD SCHEDULE OF HOURLY CHARGES**  
**JANUARY 1, 2025**

| <b>Classification</b>                                                                                                                         | <b>Regular Rate</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Senior Principal 2                                                                                                                            | \$ 350              |
| Senior Principal                                                                                                                              | \$ 325              |
| Principal                                                                                                                                     | \$ 310              |
| Senior Specialty Engineer 2<br>Senior Structural Engineer 2<br>Senior Planner 2<br>Senior Specialty Professional 2<br>Senior Civil Engineer 2 | \$ 290              |
| Senior Environmental Scientist 2<br>Project Manager<br>Senior Architect 2<br>Senior Structural Engineer                                       | \$ 250              |
| Senior Civil Engineer<br>Senior Environmental Scientist<br>Senior Specialty Professional                                                      | \$ 235              |
| Senior Administrative Specialist<br>Senior Technician 2                                                                                       | \$ 200              |
| Senior Technician                                                                                                                             | \$ 190              |
| Project Environmental Scientist<br>Project Civil Engineer<br>Project Specialty Engineer<br>Project Structural Engineer                        | \$ 185              |
| Project Planner<br>Project Specialty Professional<br>Civil Engineer<br>Specialty Engineer<br>Structural Engineer                              | \$ 180              |
| Administrative Specialist<br>Specialty Professional<br>Planner<br>Project Technician                                                          | \$ 160              |
| Architect                                                                                                                                     | \$ 150              |
| Environmental Scientist<br>Technician                                                                                                         | \$ 135              |
| Admin/ Admin Coordinator                                                                                                                      | \$ 110              |

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2026.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.



**Exhibit “B”  
Subcontractor Proposals  
Incorporated into the Scope of  
Services and Price**

December 10, 2025

**Crawford, Murphy & Tilly, Inc.**  
7785 Baymeadows Way suite 200,  
Jacksonville, FL 32256

Attention: Shawn Eaton,  
Engineer I

RE: Proposal for Geotechnical Engineering Services  
Mount Dora Public Works Facility – “Pond 3” Berm Failure Investigation &  
Geotechnical Recommendations for Revised Pond Layout,  
401 Limit Ave, Mt Dora, FL 32757  
NADIC Project No. PQ.GEO-CV25101

Dear Mr. Shawn Eaton:

NADIC Engineering Services, Inc. (NADIC) is pleased to submit this proposal to provide geotechnical engineering services associated with the recent berm breach and erosion features at the Mount Dora Public Works Facility Stormwater Management Facility #3 (Pond 3). We understand the October storm event resulted in a significant washout adjacent to the control structure at a bend in the pond, and the City and CMT are developing a revised pond concept that would incorporate a portion of the eroded pit within the new pond footprint.

Based on review of prior available information and our preliminary understanding of site conditions, the failure is most reasonably attributed to storm-driven hydraulic overload and localized erosion at the bend/control structure area, with potential contributions from internal erosion along utility/pipe interfaces and localized subsurface variability. The proposed scope is focused to confirm subsurface conditions at the failure area and provide geotechnical recommendations to support safe, resilient reconstruction and revised pond geometry.

### **Coordination with Engineer of Record (EOR)**

CMT will serve as the Engineer of Record for the stormwater/drainage design and revised pond layout. NADIC will support the project under a Task Authorization through CMT by providing targeted subsurface exploration, geotechnical screening of slope stability and seepage/piping, and recommended design parameters. Any formal drainage and advanced groundwater/seepage modeling for final design will be led by CMT, with NADIC providing geotechnical inputs as needed.

### **Scope of Services**

#### **1. Records Review**

- Review prior geotechnical information for the facility and Stormwater Management Facility (SWMF) #3.
- Review available plans and stormwater details for Pond 3, including the control structure area, pipe alignments, and grading patterns relevant to the breach locations.

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#### **Orlando Office**

601 N. Hart Boulevard  
Orlando, Florida 32818  
Phone: (407) 521-4771  
January 20, 2026 City Council Regular Session Agenda Packet

#### **NADIC**

Email: [nadic@nadicinc.com](mailto:nadic@nadicinc.com)  
Fax: (407) 521-4772

#### **Miami Office**

15291 NW 60<sup>th</sup> Avenue, Suite 106  
Miami Lakes, Florida 33014  
Phone: (305) 359-5740  
Page 173 of 247

- Review any available City/CMT as-built information for stormwater utilities near the failure.

## **2. Site Reconnaissance & Failure Mapping**

- Conduct a focused site visit of the primary breach and secondary erosion feature.
- Document erosion morphology, likely flow convergence, condition of any existing armoring, and evidence of seepage or internal erosion.
- Identify any exposed shallow rock/limestone contact that may influence repair design.

## **3. Focused Subsurface Exploration**

- Perform approximately 2 SPT borings targeted at:
  - the control structure/bend area,
  - the secondary pit.
- Borings will extend to depths sufficient to characterize berm foundation soils to a depth of 30 feet.
- Perform two (2) field permeability tests within the SWMF #3 / pond footprint area to support infiltration feasibility, basin performance, and revised pond layout recommendations.
- Permeability test results will be used to confirm representative hydraulic conductivity values and to support seepage/piping screening and constructability recommendations for the new berm and pond configuration.

## **4. Laboratory Testing (Targeted)**

- Perform index and classification testing appropriate for slope stability, material selection, and filter compatibility (as applicable).

## **5. Engineering Evaluation**

- Provide screening-level evaluations of:
  - revised pond side slope stability,
  - berm constructability and foundation preparation, and
  - seepage/piping considerations at the toe and around control structure/pipe interfaces.
- Provide recommended geotechnical parameters and earthwork criteria to support CMT's layout and drainage design.

## **6. Recommendations for Revised Pond Layout**

- Provide geotechnical recommendations for:
  - feasible side slopes and stabilization approach for the new pond geometry,
  - new berm material, placement, and compaction criteria,
  - erosion/armoring concepts at bends and around hydraulic features, and
  - filter/drain considerations where internal erosion control is warranted.

## **7. Report**

- Prepare a concise Geotechnical Memorandum / Design Addendum documenting:
  - review of existing information,
  - field observations,
  - new subsurface findings,
  - likely failure mechanism(s), and
  - geotechnical recommendations supporting the revised pond concept.

**Immediate Stabilization / Risk-Reduction Recommendations (Included in Report)**

NADIC will include near-term measures intended to reduce the risk of continued erosion prior to permanent repair. These may include: temporary access controls near unstable crests, interim slope protection/armoring of exposed sandy faces and headcut zones, temporary surface diversion to reduce concentrated inflow into the breach, and practical guidance for control structure/pipe interface protection where preferential seepage may be contributing to localized internal erosion.

**Schedule**

Assuming timely access and coordination, NADIC anticipates:

- Field reconnaissance and final exploration plan: 1 to 3 business days.
- Drilling: 1 to 2 days.
- Laboratory testing: 7 business days.
- Draft memorandum: within 2 to 3 weeks.

**Assumptions**

- The scope is targeted to the Pond 3 failure area and revised berm alignment.
- CMT will provide available drainage/utility information and current concept layouts.
- Utility clearance will be coordinated per City/CMT requirements.
- Site access and safety conditions will allow exploration as planned.

**Exclusions**

- Full stormwater hydraulic redesign and permitting (by CMT as EOR).
- Advanced groundwater/seepage modeling.
- Construction QA/QC services unless authorized under an additional task.

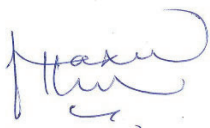
**Cost Estimate**

In accordance with the proposed scope of services, we estimate the total cost of our services **\$25,858.51**.

We sincerely appreciate the opportunity of submitting this proposal, and look forward to working with you and City of Mount Dora. Please do not hesitate to contact the undersigned if you have any questions or if you need additional information.

Sincerely,

**NADIC ENGINEERING SERVICES, INC.**



Faseel Khan, Ph.D., P.E.  
Senior Engineer



Godwin N. Nnadi, Ph.D., P.E.  
Principal Engineer



Attachment:

Attachment A: Geotechnical Computation - Field and Technical Report Cost

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST**  
**POND 3 BERM FAILURE INVESTIGATION AND GEOTECHNICAL SUPPORT FOR REVISED POND LAYOUT**  
**MOUNT DORA, FL 32757**

| Component/Unit Description                         | UNIT | SWMF<br>POND 3 | QTY | RATE     | SWMF<br>POND 3 | TOTAL<br>COST |
|----------------------------------------------------|------|----------------|-----|----------|----------------|---------------|
| <b>I. FIELD EXPLORATION:</b>                       |      |                |     |          |                |               |
| 1. Crew & Equipment Mobilization:                  |      |                |     |          |                |               |
| Truck Rig Mobilization                             | Ea.  | 1              | 1   | \$563.55 | \$563.55       | \$563.55      |
| GPS Rental                                         | Day  | 0.5            | 0.5 | \$100.00 | \$50.00        | \$50.00       |
| 2. Standard Penetration Test Borings(ASTM D-1586): |      |                |     |          |                |               |
| Geo SPT Truck/Mud Bug 0-50 Ft                      | LF   | 60             | 60  | \$20.96  | \$1,257.60     | \$1,257.60    |
| 3. Grout Boreholes: Truck/Mud Bug:                 |      |                |     |          |                |               |
| Geo Grout Boreholes - Truck/Mud Bug 0-50 Ft        | LF   | 60             | 60  | \$7.76   | \$465.60       | \$465.60      |
| 4. Temp Casing 4" : Truck/Mud Bug:                 |      |                |     |          |                |               |
| Geo Temp Casing 4" - Truck/Mud Bug 0-50 Ft         | LF   | 60             | 60  | \$15.52  | \$931.20       | \$931.20      |
| 5. Truck and Crew:                                 |      |                |     |          |                |               |
| Geo Truck/Mudbug Drilling Crew 2-Person            | Hr   | 15             | 15  | \$329.13 | \$4,936.95     | \$4,936.95    |
| 6. Field Permeability 5-10 Ft                      | Ea   | 2              | 2   | \$430.00 | \$860.00       | \$860.00      |
| 7. Site Reconnaissance/Utility Coordination:       |      |                |     |          |                |               |
| a. - Engineer                                      | hrs. | 12             | 12  | \$133.35 | \$1,600.20     | \$1,600.20    |
| b. -Senior Engineering Tech                        | hrs. | 12             | 12  | \$100.28 | \$1,203.36     | \$1,203.36    |

**Totals for Field Exploration****\$11,868.46    \$11,868.46**

| Component/Unit Description                       | UNIT | SWMF<br>POND 3 | QTY | RATE     | SWMF<br>POND 3 | TOTAL<br>COST |
|--------------------------------------------------|------|----------------|-----|----------|----------------|---------------|
| 1. Visual - Engineer                             | hrs. | 2              | 2   | \$133.35 | \$266.70       | \$266.70      |
| 2. Grain Size Analysis:                          |      |                |     |          |                |               |
| Soils Particle Size Anlys AASHTO T88             | Ea.  | 6              | 6   | \$113.33 | \$679.98       | \$679.98      |
| Soil Plastic Limit & Plasticity Index AASHTO T90 | Ea.  | 6              | 6   | \$57.67  | \$346.02       | \$346.02      |
| Soil Liquid Limit AASHTO T89                     | Ea.  | 6              | 6   | \$57.67  | \$346.02       | \$346.02      |
| Soils Moisture Content Laboratory AASHTO T265    | Ea.  | 8              | 8   | \$24.00  | \$192.00       | \$192.00      |

**Totals for Laboratory Testing****\$1,830.72    \$1,830.72****III. ENGINEERING AND TECHNICAL SERVICES:**

|                                  |      |    |    |          |            |            |
|----------------------------------|------|----|----|----------|------------|------------|
| 1. Principal Engineer            | hrs. | 6  | 6  | \$290.44 | \$1,742.64 | \$1,742.64 |
| 2. Senior Engineer               | hrs. | 20 | 20 | \$245.45 | \$4,909.00 | \$4,909.00 |
| 3. Project Manager               | hrs. | 15 | 15 | \$209.18 | \$3,137.70 | \$3,137.70 |
| 4. Engineer:                     | hrs. | 8  | 8  | \$133.35 | \$1,066.80 | \$1,066.80 |
| 5. Senior Engineering Technician | hrs. | 8  | 8  | \$100.28 | \$802.24   | \$802.24   |
| 6. Senior CADD Technican         | hrs. | 5  | 5  | \$100.19 | \$500.95   | \$500.95   |

**Totals for Engineering and Technical Services****\$12,159.33    \$12,159.33****Totals for all Services****\$25,858.51    \$25,858.51**



December 10, 2025

To  
**Paul Ina, PE**  
Group Manager

**Crawford, Murphy & Tilly**  
7785 Baymeadows Way  
Suite 200  
Jacksonville, FL 32256  
904.680.0541

## **MOUNT DORA PUBLIC WORKS FACILITY**

### Proposal for Professional Surveying and Mapping Services

Dear Paul,

We appreciate your consideration of voler GROUP, LLC to provide professional surveying services for the above-referenced project. Below we have outlined the scope of services, cost, and schedule for the project.

### Project Understanding

Following a flash flood event in late October 2025, the City of Mount Dora Public Works facility suffered from stormwater erosion damage at the northwest corner of their facility located at 401 Limit Avenue. At the direction of the City of Mount Dora; Crawford, Murphy & Tilly has requested a scope of services for topographic surveying services of approximately 3.8-acres to aide in the restoration of the stormwater damage.

### Attachments and Exhibits

Fee Breakdown.pdf  
Site Map.pdf

## **SURVEYING SCOPE OF SERVICES**

voler GROUP will provide all labor, equipment and resources necessary to provide the following scope of services.

### Survey Control

voler GROUP will establish horizontal and vertical control monuments at acceptable intervals to facilitate project engineering. Horizontal coordinates will be referenced to Florida State Plane, North American Datum of 1983 (NAD83). Elevations will be referenced to North American Vertical Datum of 1988 (NAVD88).



## Topographic Survey (50-Grid and/or Cross Sections)

The Topographic Survey will include the horizontal location and elevation of all above ground improvements, utilities, and accessible gravity systems.

The survey will be displayed at 1-foot contour intervals.

The client has supplied recent design files, along with the survey files that are included within the design files. The survey files will be reviewed, and the existing boundary lines will be referenced into the topographic survey.

## Geotechnical Boring Locations

The survey will include the location of geotechnical borings as established by a geotechnical engineer.

## Aerial Photograph

voler Group will utilize an Unmanned Aerial Vehicle (UAV) to capture an up to date aerial photograph of the existing site. The aerial photograph will be georeferenced to state plane coordinates and underlay into the topographic survey as an additional reference for design purposes.

## Survey Deliverables

- Survey(s) in Civil 3D 2024
- Civil 3D Surface Model
- Survey(s) in PDF

Printed hard copies will be billed at an additional cost.





## PROPOSED COST

| Task                        | Cost               |
|-----------------------------|--------------------|
| Survey Control              | \$3,718.00         |
| Topographic Survey          | \$15,352.00        |
| Geotechnical Borings        | \$2,338.00         |
| Aerial Mapping              | \$4,004.00         |
| <b>Total Estimated Cost</b> | <b>\$25,412.00</b> |

## SCHEDULE

| Task                  | Duration (Weeks) |
|-----------------------|------------------|
| Field                 | 2                |
| Office                | 1                |
| QA/QC                 | 1                |
| <b>Total Duration</b> | <b>4</b>         |

It is anticipated that Voler GROUP will begin work on the proposed scope of services within 10 days of receipt of your executed Notice to Proceed.

The proposed cost and schedule is valid for 45 days from the date submitted.

## NOTES & EXCLUSIONS

If the client desires to change the proposed scope of services an additional fee will be negotiated.

Reimbursables such as shipping, printing, or overtime will be **Billed as an Extra Cost on a Time and Materials Basis**. voler GROUP will request approval from the client for these services.

Public entity or jurisdictional agency fees are to be paid directly by the client. These fees include, but are not limited to, platting, impact, re-zoning,



permitting, review and application fees. Voler GROUP has no control over the procedures of public entities or jurisdictional agencies, and therefore, cannot guarantee timing and outcome of permits and entitlements.

## Sub-Surface Utility Engineering Exclusions

Aerial utilities and appurtenances, underground storm sewer structures or pipes, underground gravity sanitary manholes and pipes, gravity laterals and other services or the location of other underground objects such as underground fuel tanks, irrigation equipment and/or irrigation systems and their appurtenances are not included in the scope of this project.

Thank you for this opportunity and we look forward to working with you on this exciting new project. Should you have any questions, please do not hesitate to call.

Sincerely,  
**Voler GROUP**

---

Brad Alexander, PE, PSM  
**Vice President**

| Field Service Items  |                   |                 |                |              |                  |                |
|----------------------|-------------------|-----------------|----------------|--------------|------------------|----------------|
| volerGROUP           | Survey Crew (1-2) | Survey Crew (3) | SUE Crew (1-2) | SUE Crew (3) |                  |                |
|                      | \$181.00          | \$225.00        | \$189.00       | \$256.00     |                  |                |
| Service Item         | Hours             | Hours           | Hours          | Hours        | Subtotal - Hours | Subtotal - Fee |
| Survey Control       | 12                |                 |                |              | 12               | \$2,172.00     |
| Topographic Survey   | 48                |                 |                |              | 48               | \$8,688.00     |
| Geotechnical Borings | 8                 |                 |                |              | 8                | \$1,448.00     |
| Aerial Mapping       | 8                 |                 |                |              | 8                | \$1,448.00     |
|                      | 76                | 0               | 0              | 0            | 76               | \$13,756.00    |

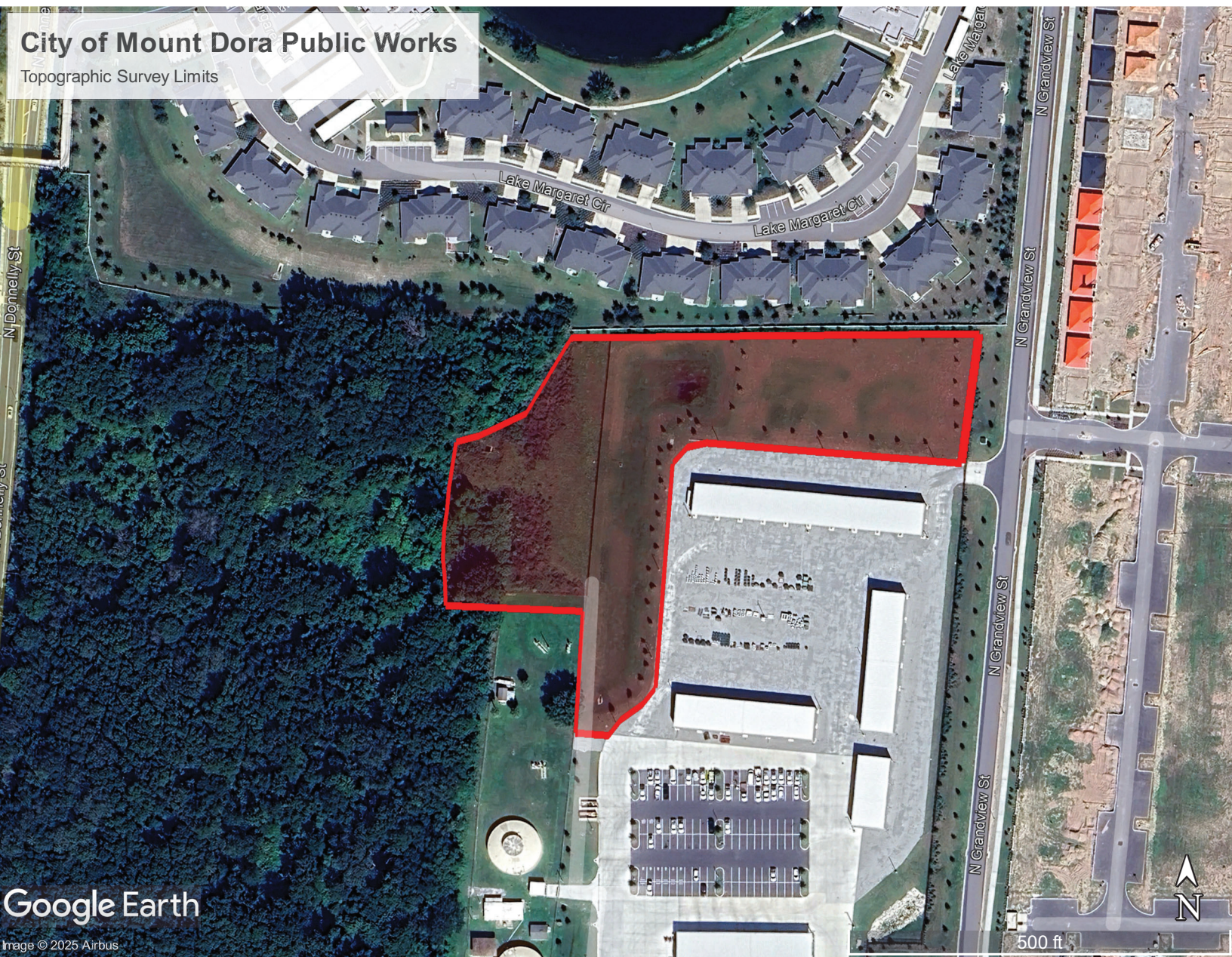
| Office Service Items |                    |          |           |          |                  |                |
|----------------------|--------------------|----------|-----------|----------|------------------|----------------|
| volerGROUP           | Mapping Technician | PSM      | Survey PM | SUE PM   |                  |                |
|                      | \$97.00            | \$234.00 | \$134.00  | \$205.00 |                  |                |
| Service Item         | Hours              | Hours    | Hours     | Hours    | Subtotal - Hours | Subtotal - Fee |
| Survey Control       | 8                  | 1        | 4         |          | 13               | \$1,546.00     |
| Topographic Survey   | 48                 | 4        | 8         |          | 60               | \$6,664.00     |
| Geotechnical Borings | 4                  | 1        | 2         |          | 7                | \$890.00       |
| Aerial Mapping       | 16                 | 2        | 4         |          | 22               | \$2,556.00     |
|                      | 76                 | 8        | 18        | 0        | 102              | \$11,656.00    |

|           |             |
|-----------|-------------|
| Total Fee | \$25,412.00 |
|-----------|-------------|



City of Mount Dora Public Works  
Topographic Survey Limits





**Exhibit “C”**  
**Human Trafficking Affidavit**

**EXHIBIT “B”**

**HUMAN TRAFFICKING AFFIDAVIT**

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

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of the Nongovernmental Entity, and I am authorized to provide this Affidavit its behalf.
3. Neither the Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and attest that the statements made herein are true and are made for the benefit of and reliance by the Governmental Entity.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Entity

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged and sworn 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 Nongovernmental Entity, 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



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

---

**DATE:** January 20, 2026

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Ratification of Task Authorization for the 16" Reuse Main and 16" Water Main Associated with the North Donnelly Street Damage as a Result of the October 26, 2025 and October 27, 2025 Flood Event.

---

**Introduction:**

This is a request for Council to ratify a task authorization with Cathcart Construction Company-Florida, LLC.

**Discussion:**

This project consists of furnishing all labor, materials, equipment, permits, and incidentals necessary to install and test a new permanent 16" reuse main and a new 16" water main in accordance with the emergency design by Halff Associates, Inc. The relocated utilities will be moved from North Donnelly Street to North Gandview Street and Fiddler Road and will facilitate the necessary repairs to North Donnelly Street.

**Budget Impact:**

Expenses will be tracked via GL 425-5555-580.63-01-WW2646 (Reclaim) & GL 425-5555-580.63-01-WA2645 (Potable).

Funds will be split:

Water (Fund 421): \$826,600

Wastewater Impact (Fund 422): \$842,125

Water Impact (Fund 423): \$569,176

Total: \$2,237,901.

Funds will be added to the budget in a mid-year budget amendment.

**Strategic Impact:**

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure

Goal 8: Ensure that utility and public works infrastructure is properly maintained to meet

established safety and minimum level of maintenance standards.

Objective 8.5: Implement Water and Wastewater maintenance programs to reduce operating costs and ensure good, reliable services.

**Recommendation:**

Council to ratify the task authorization with Cathcart Construction Company-Florida, LLC

**Attachment(s):**

1. Signed Task Authorization
2. RESO NO. 2025-45.DECLARATION OF LOCAL STATE OF EMERGENCY.10.26.25  
FLOOD EVENT.SIGNED

Prepared by: Bill Mitchell, City Engineer

Reviewed by:

Andrew Marsian, Public Works and Utilities Director

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 1/5/2026

Approved - 1/5/2026

Approved - 1/5/2026

Approved - 1/12/2026

Approved - 1/12/2026

Final Approval - 1/12/2026



**CITY OF MOUNT DORA  
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Cathcart Construction Company-Florida LLC and the City of Mount Dora, Piggyback Agreement with the City of Altamonte Springs, Florida, Council Agenda Consent Agenda Item #1 approved on July 2, 2024, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

**Project Name:** North Donnelly Street 16" Reuse main & 16" Water main - Emergency

**Project Amount** \$ 2,237,900.00

**Budget Account Number:**  
425-5555-580.63-01-WW2646 & 425-5555-580.63-01-WA2645

**City Project Manager:**  
Andrew Marsian

**Contractor:**  
Cathcart Construction Company-Florida LLC  
**Contractor Project Manager:**  
Ryan Whitmer

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

**SUMMARY OF WORK TO BE COMPLETED**

*Each Task Authorization package shall include:*

- Exhibit A** – Scope of Work
- Exhibit B** – Sub-Contractors
- Exhibit C** – Schedule
- Exhibit D** – Compensation

**Recommended By:**

Print: William J. Mitchell, Jr., P.E.      Date: December 30 2025

Signature: *William J. Mitchell, Jr.*

**Reviewed By:**

Print: Andrew Marsian      Date: December 20, 2025

Signature: *Andrew Marsian*

\*Resolution No.2025-45  
Flash Flood Event  
Local State of Emergency  
10/27/2025 (Attached)

**CONTRACTOR ACCEPTANCE**

**CITY APPROVAL**

**Print Name:**  
Matt L. Blanton, President

**Signature:** *[Signature]*  
**Date:** 12.30.25

**Print Name:**

**Signature:\*** Vince Sandersfeld  
**Date:** 2025.12.30 13:28:47 -05'00'

Digitally signed by Vince Sandersfeld  
Date: 2025.12.30 13:28:47 -05'00'

*Ratified by the City Council on January \_\_\_\_\_, 2026*

**City of Mount Dora**

**Attest:**

\_\_\_\_\_  
James Homich, Mayor

\_\_\_\_\_  
Jeanann Hand, City Clerk

## **Exhibit A – Scope of Work**

### **Scope Summary:**

The City of Mount Dora experienced a significant rainfall event that occurred on October 26, 2025 through October 27, 2025. This event caused severe damage to N. Donnelly Avenue.

Resolution No. 2025-45 was ratified by Council on October 29, 2025 for the declaration of a Local State of Emergency.

A temporary reuse main was installed and will need to be removed in order to rebuild N. Donnelly Avenue. Additionally, an important potable water line had to be isolated. These lines will be relocated so as not to interfere with the rebuilding of N. Donnelly.

Emergency furnish and install of a 16" reuse main and a 16" water main to alongside Fiddler Road and N. Grandview Street with connections on N Donnelly Street and Limit Avenue.

## **Exhibit B – Sub-Contractors**

All Florida HDD LLC  
4215 SW High Meadows Ave  
Palm City, FL 34990

Garrison Enterprise Inc  
211 West Elmer Road  
Vineland, New Jersey 08360

JB Concrete Services Inc  
20418 S Buckhill Rd  
Clermont, FL 34715

Middlesex Paving LLC  
1 Spectacle Pond Road  
Littleton, MA 01460

## **Exhibit C – Schedule**

Cathcart is prepared to mobilize within two (2) weeks of receiving the notice to proceed. This will also be dependent on any Right-of-Way (ROW) permits, Maintenance of Traffic (MOT) plans, and/or any other required permits/plans.

It is estimated that once the notice to proceed is provided that the job will take 45 days to have the reuse main in place, the new reuse main online, and the temporary line on Donnelly Street removed. This work will be a priority. Note: The temporary line can not be offline for more than 7-10 days depending on conditions without the new reuse main being in service.

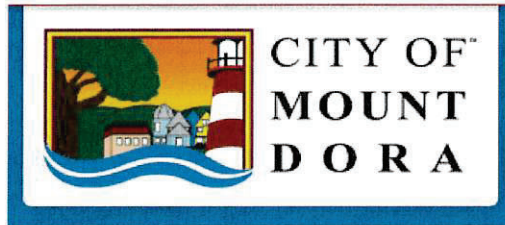
The remaining work and water main is anticipated to take five (5) to six (6) months to complete once the work has started.



## **Exhibit D – Compensation**

**Furnish and Install Materials Required**

**See Following Page**



**Cathcart Construction Company**  
- Florida, LLC -

1056 Willa Springs Drive – Winter Springs – Florida - 32708

# **ITEMIZED BID FORM** **CITYWIDE INFRASTRUCTURE** **POTABLE, SANITARY, RECLAIMED, AND STORMWATER WITH** **SITE RESTORATION**

**Bidder to complete form and attach to Proposal Bid Form. Enter Base Bid Grand Total on Proposal Bid Form.**

| City of Mount Dora - North Donnelly Street 16" Reusemain & 16" Watermain                       |                                                                          |            |       |                    |                     |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------|-------|--------------------|---------------------|
| Pay Item No.                                                                                   | Descriptions                                                             | Unit       | Qty   | Maximum Unit Price | Extended Price      |
| <b>1.00 Mobilization, Traffic Control and Project Documentation</b>                            |                                                                          |            |       |                    |                     |
| 1.01                                                                                           | Mobilization / Demobilization (Not to Exceed 12% of Contract Value)      | %          | 1     | \$ 25,000.00       | \$ 25,000.00        |
| 1.02                                                                                           | Maintenance of Traffic (Not to Exceed 5% of contract Value)              | %          | 1     | \$ 35,000.00       | \$ 35,000.00        |
| 1.03                                                                                           | Arrow Board / Advance Warning Flashing                                   | ED         |       | \$ 25.00           | \$ -                |
| 1.04                                                                                           | Portable Changeable Message Sign                                         | ED         |       | \$ 55.00           | \$ -                |
| 1.05                                                                                           | Pre Construction Video of Work Area                                      | EA         | 1     | \$ 2,500.00        | \$ 2,500.00         |
| 1.06                                                                                           | Utility System Record Drawings                                           | EA/1000 LF |       | \$ 1,750.00        | \$ -                |
| 1.07                                                                                           | FDEP Partial Clearance Testing/Certification Potable Water System        | EA         |       | \$ 2,500.00        | \$ -                |
| 1.08                                                                                           | FDEP Partial Clearance Testing/Certification Sanitary System             | EA         |       | \$ 1,750.00        | \$ -                |
| 1.09                                                                                           | FDEP Final Clearance Testing/Certification Potable Water System          | EA         |       | \$ 3,000.00        | \$ -                |
| 1.10                                                                                           | FDEP Final Clearance Testing/Certification Sanitary System               | EA         |       | \$ 1,750.00        | \$ -                |
| <b>Subtotal</b>                                                                                |                                                                          |            |       |                    | <b>\$ 62,500.00</b> |
| <b>2.00 General Site Work and Site Protection</b>                                              |                                                                          |            |       |                    |                     |
| 2.01                                                                                           | Sediment Barrier (Silt Fence)                                            | LF         |       | \$ 3.00            | \$ -                |
| 2.02                                                                                           | Inlet Protection System                                                  | EA         |       | \$ 350.00          | \$ -                |
| 2.03                                                                                           | Clearing and Grubbing Within the ROW                                     | SY         | 1,500 | \$ 18.00           | \$ 27,000.00        |
| 2.04                                                                                           | Removal of Existing Structure                                            | SF         |       | \$ 150.00          | \$ -                |
| 2.05                                                                                           | Removal of Existing Concrete Pavement - Sidewalks & Driveways            | SY         |       | \$ 15.00           | \$ -                |
| 2.06                                                                                           | Regular Excavation                                                       | CY         |       | \$ 30.00           | \$ -                |
| 2.07                                                                                           | Borrow Excavation, Truck Measure                                         | CY         |       | \$ 35.00           | \$ -                |
| 2.08                                                                                           | Embankment                                                               | CY         |       | \$ 30.00           | \$ -                |
| 2.09                                                                                           | Flowable Fill - Excavatable Type                                         | CY         |       | \$ 450.00          | \$ -                |
| 2.10                                                                                           | Excavation for Structures                                                | CY         |       | \$ 25.00           | \$ -                |
| <b>Subtotal</b>                                                                                |                                                                          |            |       |                    | <b>\$ 27,000.00</b> |
| <b>3.00 Water Main Potable/Reclaimed (Including fittings, pipe, materials and restoration)</b> |                                                                          |            |       |                    |                     |
| 3.01                                                                                           | Utility Pipe, F&I, Water Potable/Reclaimed, 2" PVC DR18                  | LF         |       | \$ 25.00           | \$ -                |
| 3.02                                                                                           | Utility Pipe, F&I, Water Potable/Reclaimed, 4" PVC DR18                  | LF         |       | \$ 40.00           | \$ -                |
| 3.03                                                                                           | Utility Pipe, F&I, Water Potable/Reclaimed, 6" PVC DR18                  | LF         |       | \$ 65.00           | \$ -                |
| 3.04                                                                                           | Utility Pipe, F&I, Water Potable/Reclaimed, 8" PVC DR18                  | LF         |       | \$ 90.00           | \$ -                |
| 3.05                                                                                           | Utility Pipe, F&I, Water Potable/Reclaimed, 10" PVC DR18                 | LF         |       | \$ 100.00          | \$ -                |
| 3.06                                                                                           | Utility Pipe, F&I, Water Potable/Reclaimed, 12" PVC DR18                 | LF         |       | \$ 150.00          | \$ -                |
| 3.07                                                                                           | Utility Pipe, F&I, Water Potable/Reclaimed, 16" PVC DR18                 | LF         | 2,000 | \$ 180.00          | \$ 360,000.00       |
| 3.08                                                                                           | Utility Pipe, F&I, Water Potable/Reclaimed 4" Directional Drill HDD/HDPE | LF         |       | \$ 95.00           | \$ -                |



|                                                                                            |                                                                           |    |       |    |                 |           |                     |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----|-------|----|-----------------|-----------|---------------------|
| 3.09                                                                                       | Utility Pipe, F&I, Water Potable/Reclaimed 6" Directional Drill HDD/HDPE  | LF |       | \$ | 100.00          | \$        |                     |
| 3.10                                                                                       | Utility Pipe, F&I, Water Potable/Reclaimed 8" Directional Drill HDD/HDPE  | LF |       | \$ | 120.00          | \$        |                     |
| 3.11                                                                                       | Utility Pipe, F&I, Water Potable/Reclaimed 10" Directional Drill HDD/HDPE | LF |       | \$ | 140.00          | \$        |                     |
| 3.12                                                                                       | Utility Pipe, F&I, Water Potable/Reclaimed 12" Directional Drill HDD/HDPE | LF | 6,800 | \$ | 190.00          | \$        | 1,292,000.00        |
| 3.13                                                                                       | Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, Galv. 0"-2.5"      | LF |       | \$ | 20.00           | \$        |                     |
| 3.14                                                                                       | Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 2"                 | LF |       | \$ | 20.00           | \$        |                     |
| 3.15                                                                                       | Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 4"                 | LF |       | \$ | 25.00           | \$        |                     |
| 3.16                                                                                       | Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 6"                 | LF |       | \$ | 30.00           | \$        |                     |
| 3.17                                                                                       | Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 8"                 | LF |       | \$ | 35.00           | \$        |                     |
| 3.18                                                                                       | Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 10"                | LF |       | \$ | 40.00           | \$        |                     |
| 3.19                                                                                       | Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 12"                | LF |       | \$ | 40.00           | \$        |                     |
| 3.20                                                                                       | Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 16"                | LF |       | \$ | 50.00           | \$        |                     |
| 3.21                                                                                       | Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 0"-1.9"     | LF |       | \$ | 15.00           | \$        |                     |
| 3.22                                                                                       | Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 2"          | LF |       | \$ | 15.00           | \$        |                     |
| 3.23                                                                                       | Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 4"          | LF |       | \$ | 15.00           | \$        |                     |
| 3.24                                                                                       | Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 6"          | LF |       | \$ | 25.00           | \$        |                     |
| 3.25                                                                                       | Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 8"          | LF |       | \$ | 25.00           | \$        |                     |
| 3.26                                                                                       | Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 10"         | LF |       | \$ | 25.00           | \$        |                     |
| 3.27                                                                                       | Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 12"         | LF |       | \$ | 25.00           | \$        |                     |
| 3.28                                                                                       | Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 16"         | LF |       | \$ | 35.00           | \$        |                     |
| 3.29                                                                                       | Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 2"                  | EA |       | \$ | 150.00          | \$        |                     |
| 3.30                                                                                       | Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 4"                  | EA |       | \$ | 400.00          | \$        |                     |
| 3.31                                                                                       | Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 6"                  | EA |       | \$ | 500.00          | \$        |                     |
| 3.32                                                                                       | Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 8"                  | EA |       | \$ | 800.00          | \$        |                     |
| 3.33                                                                                       | Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 10"                 | EA |       | \$ | 1,200.00        | \$        |                     |
| 3.34                                                                                       | Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 12"                 | EA |       | \$ | 1,400.00        | \$        |                     |
| 3.35                                                                                       | Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 16"                 | EA | 35    | \$ | 3,400.00        | \$        | 119,000.00          |
| 3.36                                                                                       | Utility Pipe, Existing Valve Box Adjust to Grade with Concrete Collar     | EA |       | \$ | 450.00          | \$        |                     |
|                                                                                            |                                                                           |    |       |    | <b>Subtotal</b> | <b>\$</b> | <b>1,771,000.00</b> |
| <b>5.00 Utility - Water Services (Including fittings, pipe, materials and restoration)</b> |                                                                           |    |       |    |                 |           |                     |
| 5.01                                                                                       | Utility Fixture, F&I, Water, Meter and Meter Box on 0"-1.9" WM            | EA |       | \$ | 850.00          | \$        |                     |
| 5.02                                                                                       | Utility Fixture, F&I, Water, Backflow Assembly on 0"-1.9" WM              | EA |       | \$ | 1,100.00        | \$        |                     |
| 5.03                                                                                       | Utility Fixture, F&I, Water, Saddle on 0"-1.9" WM                         | EA |       | \$ | 200.00          | \$        |                     |
| 5.04                                                                                       | Utility Fixture, F&I, Water, Gate Valve Assembly on 0"-1.9" WM            | EA |       | \$ | 500.00          | \$        |                     |
| 5.05                                                                                       | Utility Fixture, F&I, Water, Meter and Meter Box on 2" WM                 | EA |       | \$ | 900.00          | \$        |                     |
| 5.06                                                                                       | Utility Fixture, F&I, Water, Saddle on 2" WM                              | EA |       | \$ | 250.00          | \$        |                     |
| 5.07                                                                                       | Utility Fixture, F&I, Water, Gate Valve Assembly on 2" WM                 | EA |       | \$ | 800.00          | \$        |                     |
| 5.08                                                                                       | Utility Fixture, F&I, Water, Line Stop Assembly on 2" WM                  | EA |       | \$ | 4,000.00        | \$        |                     |
| 5.09                                                                                       | Utility Fixture, F&I, Water, Mech Joint Restraint on 2" WM                | EA |       | \$ | 100.00          | \$        |                     |
| 5.10                                                                                       | Utility Fixture, F&I, Water, Meter and Meter Box on 4" WM                 | EA |       | \$ | 1,500.00        | \$        |                     |
| 5.11                                                                                       | Utility Fixture, F&I, Water, Saddle on 4" WM                              | EA |       | \$ | 750.00          | \$        |                     |
| 5.12                                                                                       | Utility Fixture, F&I, Water, Gate Valve Assembly on 4" WM                 | EA |       | \$ | 2,000.00        | \$        |                     |
| 5.13                                                                                       | Utility Fixture, F&I, Water, Line Stop Assembly on 4" WM                  | EA |       | \$ | 6,000.00        | \$        |                     |
| 5.14                                                                                       | Utility Fixture, F&I, Water, Mech Joint Restraint on 4" WM                | EA |       | \$ | 250.00          | \$        |                     |
| 5.15                                                                                       | Utility Fixture, F&I, Water, Meter and Meter Box on 6" WM                 | EA |       | \$ | 1,500.00        | \$        |                     |
| 5.16                                                                                       | Utility Fixture, F&I, Water, Saddle on 6" WM                              | EA |       | \$ | 750.00          | \$        |                     |
| 5.17                                                                                       | Utility Fixture, F&I, Water, Gate Valve Assembly on 6" WM                 | EA |       | \$ | 2,400.00        | \$        |                     |
| 5.18                                                                                       | Utility Fixture, F&I, Water, Line Stop Assembly on 6" WM                  | EA |       | \$ | 7,000.00        | \$        |                     |
| 5.19                                                                                       | Utility Fixture, F&I, Water, Mech Joint Restraint on 6" WM                | EA |       | \$ | 350.00          | \$        |                     |
| 5.20                                                                                       | Utility Fixture, F&I, Water, Meter and Meter Box on 8" WM                 | EA |       | \$ | 1,500.00        | \$        |                     |
| 5.21                                                                                       | Utility Fixture, F&I, Water, Saddle on 8" WM                              | EA |       | \$ | 850.00          | \$        |                     |
| 5.22                                                                                       | Utility Fixture, F&I, Water, Gate Valve Assembly on 8" WM                 | EA |       | \$ | 3,300.00        | \$        |                     |
| 5.23                                                                                       | Utility Fixture, F&I, Water, Line Stop Assembly on 8" WM                  | EA |       | \$ | 9,000.00        | \$        |                     |
| 5.24                                                                                       | Utility Fixture, F&I, Water, Mech Joint Restraint on 8" WM                | EA |       | \$ | 400.00          | \$        |                     |
| 5.25                                                                                       | Utility Fixture, F&I, Water, Meter and Meter Box on 10" WM                | EA |       | \$ | 1,500.00        | \$        |                     |
| 5.26                                                                                       | Utility Fixture, F&I, Water, Saddle on 10" WM                             | EA |       | \$ | 950.00          | \$        |                     |
| 5.27                                                                                       | Utility Fixture, F&I, Water, Gate Valve Assembly on 10" WM                | EA |       | \$ | 5,500.00        | \$        |                     |
| 5.28                                                                                       | Utility Fixture, F&I, Water, Line Stop Assembly on 10" WM                 | EA |       | \$ | 14,000.00       | \$        |                     |
| 5.29                                                                                       | Utility Fixture, F&I, Water, Mech Joint Restraint on 10" WM               | EA |       | \$ | 500.00          | \$        |                     |
| 5.30                                                                                       | Utility Fixture, F&I, Water, Meter and Meter Box on 12" WM                | EA |       | \$ | 1,500.00        | \$        |                     |
| 5.31                                                                                       | Utility Fixture, F&I, Water, Saddle on 12" WM                             | EA |       | \$ | 1,200.00        | \$        |                     |
| 5.32                                                                                       | Utility Fixture, F&I, Water, Gate Valve Assembly on 12" WM                | EA |       | \$ | 7,000.00        | \$        |                     |
| 5.33                                                                                       | Utility Fixture, F&I, Water, Line Stop Assembly on 12" WM                 | EA |       | \$ | 15,000.00       | \$        |                     |
| 5.34                                                                                       | Utility Fixture, F&I, Water, Mech Joint Restraint on 12" WM               | EA |       | \$ | 550.00          | \$        |                     |
| 5.35                                                                                       | Utility Fixture, F&I, Water, Meter and Meter Box on 16" WM                | EA |       | \$ | 2,500.00        | \$        |                     |
| 5.36                                                                                       | Utility Fixture, F&I, Water, Saddle on 16" WM                             | EA |       | \$ | 1,400.00        | \$        |                     |
| 5.37                                                                                       | Utility Fixture, F&I, Water, Gate Valve Assembly on 16" WM                | EA | 2     | \$ | 12,500.00       | \$        | 25,000.00           |
| 5.38                                                                                       | Utility Fixture, F&I, Water, Line Stop Assembly on 16" WM                 | EA | 4     | \$ | 21,000.00       | \$        | 84,000.00           |



|                                                                                           |                                                                                 |    |    |                 |           |                   |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|----|----|-----------------|-----------|-------------------|
| 5.39                                                                                      | Utility Fixture, F&I, Water, Mech Joint Restraint on 16" WM                     | EA | \$ | 1,200.00        | \$        | -                 |
| 5.40                                                                                      | Utility Fixture, F&I, 1" Single Short Water Service on 0"-2"                    | EA | \$ | 800.00          | \$        | -                 |
| 5.41                                                                                      | Utility Fixture, F&I, 1" Single Long Water Service on 0"-2"                     | EA | \$ | 2,000.00        | \$        | -                 |
| 5.42                                                                                      | Utility Fixture, F&I, 1.5" Double Short Water Service on 0"-2"                  | EA | \$ | 800.00          | \$        | -                 |
| 5.43                                                                                      | Utility Fixture, F&I, 1.5" Double Long Water Service on 0"-2"                   | EA | \$ | 2,000.00        | \$        | -                 |
| 5.44                                                                                      | Utility Fixture, F&I, 1" Single Short Water Service on 3"                       | EA | \$ | 800.00          | \$        | -                 |
| 5.45                                                                                      | Utility Fixture, F&I, 1" Single Long Water Service on 3"                        | EA | \$ | 2,000.00        | \$        | -                 |
| 5.46                                                                                      | Utility Fixture, F&I, 1.5" Double Short Water Service on 3"                     | EA | \$ | 800.00          | \$        | -                 |
| 5.47                                                                                      | Utility Fixture, F&I, 1.5" Double Long Water Service on 3"                      | EA | \$ | 2,000.00        | \$        | -                 |
| 5.48                                                                                      | Utility Fixture, F&I, 1" Single Short Water Service on 4"                       | EA | \$ | 850.00          | \$        | -                 |
| 5.49                                                                                      | Utility Fixture, F&I, 1" Single Long Water Service on 4"                        | EA | \$ | 2,050.00        | \$        | -                 |
| 5.50                                                                                      | Utility Fixture, F&I, 1.5" Double Short Water Service on 4"                     | EA | \$ | 1,400.00        | \$        | -                 |
| 5.51                                                                                      | Utility Fixture, F&I, 1.5" Double Long Water Service on 4"                      | EA | \$ | 2,400.00        | \$        | -                 |
| 5.52                                                                                      | Utility Fixture, F&I, 1" Single Short Water Service on 6"                       | EA | \$ | 900.00          | \$        | -                 |
| 5.53                                                                                      | Utility Fixture, F&I, 1" Single Long Water Service on 6"                        | EA | \$ | 2,100.00        | \$        | -                 |
| 5.54                                                                                      | Utility Fixture, F&I, 1.5" Double Short Water Service on 6"                     | EA | \$ | 1,400.00        | \$        | -                 |
| 5.55                                                                                      | Utility Fixture, F&I, 1.5" Double Long Water Service on 6"                      | EA | \$ | 2,400.00        | \$        | -                 |
| 5.56                                                                                      | Utility Fixture, F&I, 1" Single Short Water Service on 8"                       | EA | \$ | 950.00          | \$        | -                 |
| 5.57                                                                                      | Utility Fixture, F&I, 1" Single Long Water Service on 8"                        | EA | \$ | 2,200.00        | \$        | -                 |
| 5.58                                                                                      | Utility Fixture, F&I, 1.5" Double Short Water Service on 8"                     | EA | \$ | 1,700.00        | \$        | -                 |
| 5.59                                                                                      | Utility Fixture, F&I, 1.5" Double Long Water Service on 8"                      | EA | \$ | 2,700.00        | \$        | -                 |
| 5.60                                                                                      | Utility Fixture, F&I, 1" Single Short Water Service on 10"                      | EA | \$ | 1,000.00        | \$        | -                 |
| 5.61                                                                                      | Utility Fixture, F&I, 1" Single Long Water Service on 10"                       | EA | \$ | 2,300.00        | \$        | -                 |
| 5.62                                                                                      | Utility Fixture, F&I, 1.5" Double Short Water Service on 10"                    | EA | \$ | 1,700.00        | \$        | -                 |
| 5.63                                                                                      | Utility Fixture, F&I, 1.5" Double Long Water Service on 10"                     | EA | \$ | 2,700.00        | \$        | -                 |
| 5.64                                                                                      | Utility Fixture, F&I, 1" Single Short Water Service on 12"                      | EA | \$ | 1,000.00        | \$        | -                 |
| 5.65                                                                                      | Utility Fixture, F&I, 1" Single Long Water Service on 12"                       | EA | \$ | 2,300.00        | \$        | -                 |
| 5.66                                                                                      | Utility Fixture, F&I, 1.5" Double Short Water Service on 12"                    | EA | \$ | 1,700.00        | \$        | -                 |
| 5.67                                                                                      | Utility Fixture, F&I, 1.5" Double Long Water Service on 12"                     | EA | \$ | 2,700.00        | \$        | -                 |
| 5.68                                                                                      | Utility Fixture, F&I, Single Meter Box                                          | EA | \$ | 850.00          | \$        | -                 |
| 5.69                                                                                      | Utility Fixture, F&I, Double Meter Box                                          | EA | \$ | 1,500.00        | \$        | -                 |
| 5.70                                                                                      | Utility Fixture, F&I, 2" Blow-off Assembly Complete w/Box                       | AS | \$ | 2,400.00        | \$        | -                 |
| 5.71                                                                                      | Utility Fixture, Existing Meter Box Adjust to Grade                             | EA | \$ | 550.00          | \$        | -                 |
|                                                                                           |                                                                                 |    |    | <b>Subtotal</b> | <b>\$</b> | <b>109,000.00</b> |
| <b>6.00 Fire Hydrants</b>                                                                 |                                                                                 |    |    |                 |           |                   |
| 6.01                                                                                      | Fire Hydrant Assembly, Standard 3 Way, F&I, 6" Unit                             | EA | \$ | 8,000.00        | \$        | -                 |
| 6.02                                                                                      | Fire Hydrant, Existing, Adjust & Modify                                         | EA | \$ | 4,000.00        | \$        | -                 |
| 6.03                                                                                      | Fire Hydrant Relocate Existing                                                  | EA | \$ | 4,000.00        | \$        | -                 |
| 6.04                                                                                      | Fire Hydrant Remove                                                             | EA | \$ | 2,500.00        | \$        | -                 |
| 6.05                                                                                      | FH Assembly Connection Fitting - 6" x 6" x 6" MJ Tee - FH to Main Line Only     | EA | \$ | 1,500.00        | \$        | -                 |
| 6.06                                                                                      | FH Assembly Connection Fitting - 8" x 8" x 6" MJ Tee - FH to Main Line Only     | EA | \$ | 2,000.00        | \$        | -                 |
| 6.07                                                                                      | FH Assembly Connection Fitting - 10" x 10" x 6" MJ Tee - FH to Main Line Only   | EA | \$ | 2,500.00        | \$        | -                 |
| 6.08                                                                                      | FH Assembly Connection Fitting - 12" x 12" x 6" MJ Tee - FH to Main Line Only   | EA | \$ | 3,500.00        | \$        | -                 |
| 6.09                                                                                      | FH Assembly Connection Fitting - 6" MJ 90° Elbow - FH to Main Line Only         | EA | \$ | 350.00          | \$        | -                 |
| 6.10                                                                                      | FH Assembly Connection Fitting - 8" MJ 90° Elbow - FH to Main line Only         | EA | \$ | 450.00          | \$        | -                 |
| 6.11                                                                                      | FH Assembly Connection Fitting - 10" MJ 90° Elbow - FH to Main line Only        | EA | \$ | 650.00          | \$        | -                 |
| 6.12                                                                                      | FH Assembly Connection Fitting - 12" MJ 90° Elbow - FH to Main line Only        | EA | \$ | 750.00          | \$        | -                 |
|                                                                                           |                                                                                 |    |    | <b>Subtotal</b> | <b>\$</b> | <b>-</b>          |
| <b>7.00 Utility - Sewer Service (Including fittings, pipe, materials and restoration)</b> |                                                                                 |    |    |                 |           |                   |
| 7.01                                                                                      | Utility Pipe, F&I, Sewer Gravity, 6" PVC DR25 *(for Services and Laterals Only) | LF | \$ | 200.00          | \$        | -                 |
| 7.02                                                                                      | Utility Pipe, F&I, Sewer Gravity, 8" PVC DR25                                   | LF | \$ | 275.00          | \$        | -                 |
| 7.03                                                                                      | Utility Pipe, F&I, Sewer Gravity, 10" PVC DR25                                  | LF | \$ | 300.00          | \$        | -                 |
| 7.04                                                                                      | Utility Pipe, F&I, Sewer Gravity, 12" PVC DR25                                  | LF | \$ | 350.00          | \$        | -                 |
| 7.05                                                                                      | Utility Pipe, F&I, Sewer Gravity, 14" PVC DR25                                  | LF | \$ | 350.00          | \$        | -                 |
| 7.06                                                                                      | Utility Pipe, F&I, Sewer Gravity, 16" PVC DR25                                  | LF | \$ | 500.00          | \$        | -                 |
| 7.07                                                                                      | Utility Pipe, F&I, Sewer Gravity, 18" PVC DR25                                  | LF | \$ | 600.00          | \$        | -                 |
| 7.08                                                                                      | Utility Pipe, F&I, Sewer Gravity, 20" PVC DR25                                  | LF | \$ | 750.00          | \$        | -                 |
| 7.09                                                                                      | Utility Pipe, F&I, Sewer Gravity, 24" PVC DR25                                  | LF | \$ | 800.00          | \$        | -                 |
| 7.10                                                                                      | Utility Pipe, F&I, Sewer Forcemain, 6" PVC DR18                                 | LF | \$ | 55.00           | \$        | -                 |
| 7.11                                                                                      | Utility Pipe, F&I, Sewer Forcemain, 8" PVC DR18                                 | LF | \$ | 85.00           | \$        | -                 |
| 7.12                                                                                      | Utility Pipe, F&I, Sewer Forcemain, 10" PVC DR18                                | LF | \$ | 125.00          | \$        | -                 |
| 7.13                                                                                      | Utility Pipe, F&I, Sewer Forcemain, 12" PVC DR18                                | LF | \$ | 175.00          | \$        | -                 |
| 7.14                                                                                      | Utility Pipe, F&I, Sewer Forcemain, 16" PVC DR18                                | LF | \$ | 250.00          | \$        | -                 |
| 7.15                                                                                      | Utility Pipe, F&I, Sewer Forcemain, 8" DIP                                      | LF | \$ | 175.00          | \$        | -                 |
| 7.16                                                                                      | Utility Pipe, F&I, Sewer Forcemain, 10" DIP                                     | LF | \$ | 210.00          | \$        | -                 |
| 7.17                                                                                      | Utility Pipe, F&I, Sewer Forcemain, 12" DIP                                     | LF | \$ | 240.00          | \$        | -                 |
| 7.18                                                                                      | Utility Pipe, F&I, Sewer Forcemain, 16" DIP                                     | LF | \$ | 300.00          | \$        | -                 |



|                                                                                           |                                                                           |    |   |    |                 |           |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----|---|----|-----------------|-----------|
| 7.19                                                                                      | Utility Pipe, Sewer, Remove/Dispose, 6"                                   | LF |   | \$ | 30.00           | \$        |
| 7.20                                                                                      | Utility Pipe, Sewer, Remove/Dispose, 8"                                   | LF |   | \$ | 35.00           | \$        |
| 7.21                                                                                      | Utility Pipe, Sewer, Remove/Dispose, 10"                                  | LF |   | \$ | 40.00           | \$        |
| 7.22                                                                                      | Utility Pipe, Sewer, Remove/Dispose, 12"                                  | LF |   | \$ | 40.00           | \$        |
| 7.23                                                                                      | Utility Pipe, Sewer, Remove/Dispose, 16"                                  | LF |   | \$ | 50.00           | \$        |
| 7.24                                                                                      | Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 6"                     | LF |   | \$ | 120.00          | \$        |
| 7.25                                                                                      | Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 8"                     | LF |   | \$ | 140.00          | \$        |
| 7.26                                                                                      | Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 10"                    | LF |   | \$ | 160.00          | \$        |
| 7.27                                                                                      | Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 12"                    | LF |   | \$ | 180.00          | \$        |
| 7.28                                                                                      | Utility Fixture, F&I, 6" Sewer Service Fitting to 6" Gravity Main         | EA |   | \$ | 600.00          | \$        |
| 7.29                                                                                      | Utility Fixture, F&I, 6" Sewer Service Fitting to 8" Gravity Main         | EA |   | \$ | 750.00          | \$        |
| 7.30                                                                                      | Utility Fixture, F&I, 6" Sewer Service Fitting to 10" Gravity Main        | EA |   | \$ | 750.00          | \$        |
| 7.31                                                                                      | Utility Fixture, F&I, 6" Sewer Service Fitting to 11" to 12" Gravity Main | EA |   | \$ | 850.00          | \$        |
| 7.32                                                                                      | Utility Fixture, F&I, 6" Sewer Service Fitting to 13" to 14" Gravity Main | EA |   | \$ | 850.00          | \$        |
| 7.33                                                                                      | Utility Fixture, F&I, 6" Sewer Service Fitting to 15" to 16" Gravity Main | EA |   | \$ | 1,500.00        | \$        |
| 7.34                                                                                      | Utility Fixture, F&I, 6" Sewer Service Fitting to 17" to 18" Gravity Main | EA |   | \$ | 2,000.00        | \$        |
| 7.35                                                                                      | Utility Fixture, F&I, 6" Sewer Service Fitting to 20" to 21" Gravity Main | EA |   | \$ | 2,500.00        | \$        |
| 7.36                                                                                      | Utility Fixture, F&I, 6" Sewer Service Fitting to 22" to 24" Gravity Main | EA |   | \$ | 3,000.00        | \$        |
| 7.37                                                                                      | Utility Fixture, F&I, 4" Cleanout Sewer                                   | EA |   | \$ | 550.00          | \$        |
| 7.38                                                                                      | Utility Fixture, F&I, 6" Cleanout Sewer                                   | EA |   | \$ | 650.00          | \$        |
| 7.39                                                                                      | Lining of Existing Sewer Manhole                                          | EA |   | \$ | 7,000.00        | \$        |
| 7.40                                                                                      | Sewer Manhole Complete                                                    | EA |   | \$ | 12,000.00       | \$        |
| 7.41                                                                                      | Connect to Existing Sewer Manhole                                         | EA |   | \$ | 2,500.00        | \$        |
|                                                                                           |                                                                           |    |   |    | <b>Subtotal</b> | \$        |
| <b>8.00 Reclaimed Water Service (Including fittings, pipe, materials and restoration)</b> |                                                                           |    |   |    |                 |           |
| 8.01                                                                                      | Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 0"-1.9"           | EA |   | \$ | 850.00          | \$        |
| 8.02                                                                                      | Utility Fixture, F&I, Reclaimed, Backflow Assembly on 0"-1.9"             | EA |   | \$ | 1,100.00        | \$        |
| 8.03                                                                                      | Utility Fixture, F&I, Reclaimed, Saddle on 0"-1.9"                        | EA |   | \$ | 200.00          | \$        |
| 8.04                                                                                      | Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 0"-1.9"           | EA |   | \$ | 500.00          | \$        |
| 8.05                                                                                      | Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 2"                | EA |   | \$ | 900.00          | \$        |
| 8.06                                                                                      | Utility Fixture, F&I, Reclaimed, Backflow Assembly on 2"                  | EA |   | \$ | 1,100.00        | \$        |
| 8.07                                                                                      | Utility Fixture, F&I, Reclaimed, Saddle on 2"                             | EA |   | \$ | 250.00          | \$        |
| 8.08                                                                                      | Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 2"                | EA |   | \$ | 800.00          | \$        |
| 8.09                                                                                      | Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 2"                 | EA |   | \$ | 4,000.00        | \$        |
| 8.10                                                                                      | Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 2"               | EA |   | \$ | 100.00          | \$        |
| 8.11                                                                                      | Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 4"                | EA |   | \$ | 1,500.00        | \$        |
| 8.12                                                                                      | Utility Fixture, F&I, Reclaimed, Saddle on 4"                             | EA |   | \$ | 750.00          | \$        |
| 8.13                                                                                      | Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 4"                | EA |   | \$ | 2,000.00        | \$        |
| 8.14                                                                                      | Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 4"                 | EA |   | \$ | 6,000.00        | \$        |
| 8.15                                                                                      | Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 4"               | EA |   | \$ | 250.00          | \$        |
| 8.16                                                                                      | Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 6"                | EA |   | \$ | 1,500.00        | \$        |
| 8.17                                                                                      | Utility Fixture, F&I, Reclaimed, Saddle on 6"                             | EA |   | \$ | 750.00          | \$        |
| 8.18                                                                                      | Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 6"                | EA |   | \$ | 2,400.00        | \$        |
| 8.19                                                                                      | Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 6"                 | EA |   | \$ | 7,000.00        | \$        |
| 8.20                                                                                      | Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 6"               | EA |   | \$ | 350.00          | \$        |
| 8.21                                                                                      | Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 8"                | EA |   | \$ | 1,500.00        | \$        |
| 8.22                                                                                      | Utility Fixture, F&I, Reclaimed, Saddle on 8"                             | EA |   | \$ | 850.00          | \$        |
| 8.23                                                                                      | Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 8"                | EA |   | \$ | 3,300.00        | \$        |
| 8.24                                                                                      | Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 8"                 | EA |   | \$ | 9,000.00        | \$        |
| 8.25                                                                                      | Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 8"               | EA |   | \$ | 400.00          | \$        |
| 8.26                                                                                      | Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 10"               | EA |   | \$ | 1,500.00        | \$        |
| 8.27                                                                                      | Utility Fixture, F&I, Reclaimed, Saddle on 10"                            | EA |   | \$ | 950.00          | \$        |
| 8.28                                                                                      | Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 10"               | EA |   | \$ | 5,500.00        | \$        |
| 8.29                                                                                      | Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 10"                | EA |   | \$ | 14,000.00       | \$        |
| 8.30                                                                                      | Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 10"              | EA |   | \$ | 500.00          | \$        |
| 8.31                                                                                      | Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 12"               | EA |   | \$ | 1,500.00        | \$        |
| 8.32                                                                                      | Utility Fixture, F&I, Reclaimed, Saddle on 12"                            | EA |   | \$ | 1,200.00        | \$        |
| 8.33                                                                                      | Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 12"               | EA |   | \$ | 7,000.00        | \$        |
| 8.34                                                                                      | Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 12"                | EA |   | \$ | 15,000.00       | \$        |
| 8.35                                                                                      | Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 12"              | EA |   | \$ | 550.00          | \$        |
| 8.36                                                                                      | Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 16"               | EA |   | \$ | 2,500.00        | \$        |
| 8.37                                                                                      | Utility Fixture, F&I, Reclaimed, Saddle on 16"                            | EA |   | \$ | 1,400.00        | \$        |
| 8.38                                                                                      | Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 16"               | EA | 5 | \$ | 12,500.00       | 62,500.00 |
| 8.39                                                                                      | Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 16"                | EA | 4 | \$ | 21,000.00       | 84,000.00 |
| 8.40                                                                                      | Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 16"              | EA |   | \$ | 1,200.00        | \$        |
| 8.41                                                                                      | Utility Fixture, F&I, 1" Single Short Reclaimed Service on 0"-2"          | EA |   | \$ | 800.00          | \$        |
| 8.42                                                                                      | Utility Fixture, F&I, 1" Single Long Reclaimed Service on 0"-2"           | EA |   | \$ | 2,000.00        | \$        |
| 8.43                                                                                      | Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 0"-2"        | EA |   | \$ | 800.00          | \$        |

|      |                                                                   |    |  |    |                 |           |                   |
|------|-------------------------------------------------------------------|----|--|----|-----------------|-----------|-------------------|
| 8.44 | Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 0"-2" | EA |  | \$ | 2,000.00        | \$        |                   |
| 8.45 | Utility Fixture, F&I, 1" Single Short Reclaimed Service on 3"     | EA |  | \$ | 800.00          | \$        |                   |
| 8.46 | Utility Fixture, F&I, 1" Single Long Reclaimed Service on 3"      | EA |  | \$ | 2,000.00        | \$        |                   |
| 8.47 | Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 3"   | EA |  | \$ | 1,200.00        | \$        |                   |
| 8.48 | Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 3"    | EA |  | \$ | 2,200.00        | \$        |                   |
| 8.49 | Utility Fixture, F&I, 1" Single Short Reclaimed Service on 4"     | EA |  | \$ | 850.00          | \$        |                   |
| 8.50 | Utility Fixture, F&I, 1" Single Long Reclaimed Service on 4"      | EA |  | \$ | 2,050.00        | \$        |                   |
| 8.51 | Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 4"   | EA |  | \$ | 1,400.00        | \$        |                   |
| 8.52 | Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 4"    | EA |  | \$ | 2,400.00        | \$        |                   |
| 8.53 | Utility Fixture, F&I, 1" Single Short Reclaimed Service on 6"     | EA |  | \$ | 900.00          | \$        |                   |
| 8.54 | Utility Fixture, F&I, 1" Single Long Reclaimed Service on 6"      | EA |  | \$ | 2,100.00        | \$        |                   |
| 8.55 | Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 6"   | EA |  | \$ | 1,400.00        | \$        |                   |
| 8.56 | Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 6"    | EA |  | \$ | 2,400.00        | \$        |                   |
| 8.57 | Utility Fixture, F&I, 1" Single Short Reclaimed Service on 8"     | EA |  | \$ | 950.00          | \$        |                   |
| 8.58 | Utility Fixture, F&I, 1" Single Long Reclaimed Service on 8"      | EA |  | \$ | 2,200.00        | \$        |                   |
| 8.59 | Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 8"   | EA |  | \$ | 1,700.00        | \$        |                   |
| 8.60 | Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 8"    | EA |  | \$ | 2,700.00        | \$        |                   |
| 8.61 | Utility Fixture, F&I, 1" Single Short Reclaimed Service on 10"    | EA |  | \$ | 1,000.00        | \$        |                   |
| 8.62 | Utility Fixture, F&I, 1" Single Long Reclaimed Service on 10"     | EA |  | \$ | 2,300.00        | \$        |                   |
| 8.63 | Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 10"  | EA |  | \$ | 1,700.00        | \$        |                   |
| 8.64 | Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 10"   | EA |  | \$ | 2,700.00        | \$        |                   |
| 8.65 | Utility Fixture, F&I, 1" Single Short Reclaimed Service on 12"    | EA |  | \$ | 1,000.00        | \$        |                   |
| 8.66 | Utility Fixture, F&I, 1" Single Long Reclaimed Service on 12"     | EA |  | \$ | 2,300.00        | \$        |                   |
| 8.67 | Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 12"  | EA |  | \$ | 1,700.00        | \$        |                   |
| 8.68 | Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 12"   | EA |  | \$ | 2,700.00        | \$        |                   |
| 8.69 | Utility Fixture, F&I, 1" Single Short Reclaimed Service on 16"    | EA |  | \$ | 1,400.00        | \$        |                   |
| 8.70 | Utility Fixture, F&I, 1" Single Long Reclaimed Service on 16"     | EA |  | \$ | 2,400.00        | \$        |                   |
| 8.71 | Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 16"  | EA |  | \$ | 2,200.00        | \$        |                   |
| 8.72 | Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 16"   | EA |  | \$ | 3,200.00        | \$        |                   |
| 8.73 | Utility Fixture, Meter Relocate and Adjust Box                    | EA |  | \$ | 550.00          | \$        |                   |
| 8.74 | Utility Fixture, F&I, Single Reclaimed Meter Box                  | EA |  | \$ | 850.00          | \$        |                   |
| 8.75 | Utility Fixture, F&I, Double Reclaimed Meter Box                  | EA |  | \$ | 1,500.00        | \$        |                   |
|      |                                                                   |    |  |    | <b>Subtotal</b> | <b>\$</b> | <b>146,500.00</b> |

**9.00 Brick Paver Features (Includes demolition, sub-base, concrete, brick, and asphalt restoration work)**

|      |                                                                |    |   |    |                 |           |                 |
|------|----------------------------------------------------------------|----|---|----|-----------------|-----------|-----------------|
| 9.01 | Pavers Architectural Roadway, F&I, Includes Base & Joint Sand  | SY |   | \$ | 150.00          | \$        |                 |
| 9.02 | Pavers Architectural Sidewalk, F&I, Includes Base & Joint Sand | SY |   | \$ | 140.00          | \$        |                 |
| 9.03 | Concrete Class II, Approach Slabs                              | CY |   | \$ | 350.00          | \$        |                 |
| 9.04 | Clearing & Grubbing for Pavers                                 | SY |   | \$ | 18.00           | \$        |                 |
| 9.05 | Paver Bendable Drain Pipe 4", F&I, w/Aggregate                 | LF |   | \$ | 8.00            | \$        |                 |
| 9.06 | Paver Drain Clean-out 4", F&I                                  | EA |   | \$ | 125.00          | \$        |                 |
| 9.07 | Steel Vehicular Plates, Temp., F&I 8' W x 20' L x 1" thick     | EA | 4 | \$ | 1,750.00        | \$        | 7,000.00        |
|      |                                                                |    |   |    | <b>Subtotal</b> | <b>\$</b> | <b>7,000.00</b> |

**10.00 Concrete Work**

|       |                                                                     |    |     |    |                 |           |                  |
|-------|---------------------------------------------------------------------|----|-----|----|-----------------|-----------|------------------|
| 10.01 | Concrete Curb & Gutter, Type F (Parent of Drop Curb)                | LF | 120 | \$ | 55.00           | \$        | 6,600.00         |
| 10.02 | Concrete Curb & Gutter, Type A                                      | LF |     | \$ | 45.00           | \$        |                  |
| 10.03 | Concrete Curb & Gutter, Type B                                      | LF |     | \$ | 45.00           | \$        |                  |
| 10.04 | Concrete Curb & Gutter, Type D                                      | LF |     | \$ | 50.00           | \$        |                  |
| 10.05 | Concrete Curb & Gutter, Type E                                      | LF |     | \$ | 50.00           | \$        |                  |
| 10.06 | Concrete Drop Curb, FDOT                                            | LF |     | \$ | 50.00           | \$        |                  |
| 10.07 | Concrete Ribbon Curb 12" Width                                      | LF |     | \$ | 45.00           | \$        |                  |
| 10.08 | Concrete Valley Gutter                                              | LF |     | \$ | 70.00           | \$        |                  |
| 10.09 | Sidewalk Concrete, 4" Thick                                         | SY | 50  | \$ | 65.00           | \$        | 3,250.00         |
| 10.10 | Special Sidewalk Finish - Trowel Edge Alternating Broom Fields      | SY |     | \$ | 5.00            | \$        |                  |
| 10.11 | Single Direction Detectable Warning Mat (New)                       | EA |     | \$ | 150.00          | \$        |                  |
| 10.12 | Dual Direction Detectable Warning (New) Mat                         | EA |     | \$ | 300.00          | \$        |                  |
| 10.13 | Sidewalk/Pavement Concrete, 6" Thick                                | SY |     | \$ | 90.00           | \$        |                  |
| 10.14 | Driveway Apron Concrete, 6" Thick                                   | SY | 75  | \$ | 90.00           | \$        | 6,750.00         |
| 10.15 | Detectable Warning Mat on Existing Walking Surface                  | EA |     | \$ | 150.00          | \$        |                  |
| 10.16 | Concrete Class NS, Gravity Wall                                     | CY |     | \$ | 600.00          | \$        |                  |
| 10.17 | Concrete Traffic Separator, Special - Variable Width                | SY |     | \$ | 130.00          | \$        |                  |
| 10.18 | Concrete Barrier Wall, Removal                                      | LF |     | \$ | 50.00           | \$        |                  |
| 10.19 | Concrete Traffic Railing Barrier, with Junction Slab, 42" 'F' Shape | LF |     | \$ | 275.00          | \$        |                  |
| 10.20 | Concrete Surface, Class V Bridge Treatment, Prep & Apply            | SF |     | \$ | 4.00            | \$        |                  |
| 10.21 | Pressure Wash Existing Curb & Gutter, Sidewalks, & Driveways        | SF |     | \$ | 1.00            | \$        |                  |
|       |                                                                     |    |     |    | <b>Subtotal</b> | <b>\$</b> | <b>16,600.00</b> |



| 11.00 Pavement Restoration (Refer to Section 02010)                    |                                                                                            |    |     |          |           |              |
|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|----|-----|----------|-----------|--------------|
| 11.01                                                                  | Stabilization Type B (per City Detail)                                                     | SY | 300 | \$       | 15.00     | \$ 4,500.00  |
| 11.02                                                                  | Optional Base Group 06 or 8" Limerock (per City Detail)                                    | SY | 300 | \$       | 75.00     | \$ 22,500.00 |
| 11.03                                                                  | Tack and Sand Optional Base or Limerock (Per FDOT Spec)                                    | SY |     | \$       | 1.50      | \$           |
| 11.04                                                                  | Asphalt Patching (per City Detail)                                                         | SY | 150 | \$       | 150.00    | \$ 22,500.00 |
| 11.05                                                                  | Milling Existing Asphalt Pav't. 1.25" Average Depth                                        | SY |     | \$       | 7.00      | \$           |
| 11.06                                                                  | Milling Existing Asphalt Pav't. 1.50" Average Depth                                        | SY | 700 | \$       | 8.00      | \$ 5,600.00  |
| 11.07                                                                  | SuperPave Asphaltic Concrete, Traffic 'B' SP9.5 at 1.25" Depth                             | TN |     | \$       | 300.00    | \$           |
| 11.08                                                                  | SuperPave Asphaltic Concrete, Traffic 'B' SP12.5 at 1.50" Depth                            | TN | 125 | \$       | 300.00    | \$ 37,500.00 |
| 11.09                                                                  | Reinforced Concrete Pavement 8" Depth                                                      | SY |     | \$       | 175.00    | \$           |
| 11.10                                                                  | Traffic Signal Loop Assembly, F&I Type 'F'                                                 | AS |     | \$       | 2,800.00  | \$           |
| 11.11                                                                  | Retro-Reflective Pavement Markers                                                          | EA |     | \$       | 7.00      | \$           |
| 11.12                                                                  | Thermoplastic Pavement Marking, Standard, White, Solid, 6"                                 | LF | 100 | \$       | 5.00      | \$ 500.00    |
| 11.13                                                                  | Thermoplastic Pavement Marking, Standard, White, Solid, 8"                                 | LF |     | \$       | 8.00      | \$           |
| 11.14                                                                  | Thermoplastic Pavement Marking, Standard, White, Solid, 12"                                | LF |     | \$       | 10.00     | \$           |
| 11.15                                                                  | Thermoplastic Pavement Marking, Standard, White, Solid, 18" for Diagonals and Chevrons     | LF |     | \$       | 15.00     | \$           |
| 11.16                                                                  | Thermoplastic Pavement Marking, Standard, White, Solid, 24" For 'Stop' line and Crosswalks | LF |     | \$       | 18.00     | \$           |
| 11.17                                                                  | Thermoplastic Pavement Marking, Standard, White, Message or Symbol                         | EA |     | \$       | 150.00    | \$           |
| 11.18                                                                  | Thermoplastic Pavement Marking, Standard, White, Arrows                                    | EA |     | \$       | 125.00    | \$           |
| 11.19                                                                  | Thermoplastic Pavement Marking, Standard, Yellow, Solid, 6"                                | LF | 100 | \$       | 7.00      | \$ 700.00    |
| 11.20                                                                  | Thermoplastic Pavement Marking, Standard, Yellow, Solid, 12"                               | LF |     | \$       | 10.00     | \$           |
| 11.21                                                                  | Thermoplastic Pavement Marking, Standard, Yellow, Solid, 18" for Diagonals and Chevrons    | LF |     | \$       | 15.00     | \$           |
| 11.22                                                                  | Permanent Concrete Pavement Stripe Paint, Standard, White, 24" Width                       | LF |     | \$       | 18.00     | \$           |
| 11.23                                                                  | Temporary Asphalt Paint - Pre-Thermoplastic                                                | LS | 1   | \$       | 4,500.00  | \$ 4,500.00  |
|                                                                        |                                                                                            |    |     | Subtotal | \$        | 98,300.00    |
| 12.00 Stormwater Improvements and Restoration (Refer to Section 02010) |                                                                                            |    |     |          |           |              |
| 12.01                                                                  | Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 1 Top, 6' OAH                   | EA |     | \$       | 6,500.00  | \$           |
| 12.02                                                                  | Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 2 Top, 6' OAH                   | EA |     | \$       | 6,500.00  | \$           |
| 12.03                                                                  | Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 1 Top, 6' OAH                   | EA |     | \$       | 8,500.00  | \$           |
| 12.04                                                                  | Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 2 Top, 6' OAH                   | EA |     | \$       | 8,500.00  | \$           |
| 12.05                                                                  | Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 4 Top, 6' OAH                   | EA |     | \$       | 8,500.00  | \$           |
| 12.06                                                                  | Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 5 Top, 6' OAH                   | EA |     | \$       | 6,000.00  | \$           |
| 12.07                                                                  | Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 6 Top, 6' OAH                   | EA |     | \$       | 6,000.00  | \$           |
| 12.08                                                                  | Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 5 Top, 6' OAH                   | EA |     | \$       | 9,000.00  | \$           |
| 12.09                                                                  | Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 6 Top, 6' OAH                   | EA |     | \$       | 9,000.00  | \$           |
| 12.10                                                                  | Curb Inlet Complete, F&I - Type J, 5' Diameter Round Dog House, Type 9, 6' OAH             | EA |     | \$       | 11,000.00 | \$           |
| 12.11                                                                  | Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 9, 6' OAH                       | EA |     | \$       | 10,000.00 | \$           |
| 12.12                                                                  | Ditch Bottom Inlet, F&I - Type D, 5' Square, 4' OAH                                        | EA |     | \$       | 6,000.00  | \$           |
| 12.13                                                                  | USF 5100 Valley Gutter Inlet Frame and 6147 Grate (or Equiv.)                              | EA |     | \$       | 6,500.00  | \$           |
| 12.14                                                                  | USF 4105 Drop/Gutter Type V, Modified Inlet Frame and 6220 Grate (or Equiv.)               | EA |     | \$       | 7,000.00  | \$           |
| 12.15                                                                  | Manhole Complete, F&I - Type P, 4' Dia. Round, Type 8 Top, 6' OAH                          | EA |     | \$       | 9,000.00  | \$           |
| 12.16                                                                  | Manhole Adjust to Grade Existing                                                           | EA |     | \$       | 1,750.00  | \$           |
| 12.17                                                                  | Manhole Top, F&I, City Standard                                                            | EA |     | \$       | 3,250.00  | \$           |
| 12.18                                                                  | Pipe Culvert, F&I, RCP, Round, 15"                                                         | LF |     | \$       | 150.00    | \$           |
| 12.19                                                                  | Pipe Culvert, F&I, RCP, Round, 18"                                                         | LF |     | \$       | 175.00    | \$           |
| 12.20                                                                  | Pipe Culvert, F&I, RCP, Round, 24"                                                         | LF |     | \$       | 250.00    | \$           |
| 12.21                                                                  | Pipe Culvert, F&I, RCP, Round, 30"                                                         | LF |     | \$       | 300.00    | \$           |
| 12.22                                                                  | Pipe Culvert, F&I, RCP, Round, 36"                                                         | LF |     | \$       | 350.00    | \$           |
| 12.23                                                                  | Pipe Culvert, F&I, RCP, Round, 42"                                                         | LF |     | \$       | 450.00    | \$           |
| 12.24                                                                  | Pipe Culvert, F&I, RCP, Round, 48"                                                         | LF |     | \$       | 575.00    | \$           |
| 12.25                                                                  | Pipe Culvert, F&I, RCPE, Elliptical 19" x 30"                                              | LF |     | \$       | 265.00    | \$           |
| 12.26                                                                  | Pipe Culvert, F&I, RCPE, Elliptical 12" x 18"                                              | LF |     | \$       | 195.00    | \$           |
| 12.27                                                                  | Pipe Culvert, F&I, RCPE, Elliptical 14" x 23"                                              | LF |     | \$       | 170.00    | \$           |
| 12.28                                                                  | Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 15"                                   | LF |     | \$       | 90.00     | \$           |
| 12.29                                                                  | Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 18"                                   | LF |     | \$       | 100.00    | \$           |
| 12.30                                                                  | Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 24"                                   | LF |     | \$       | 125.00    | \$           |
| 12.31                                                                  | Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 30"                                   | LF |     | \$       | 150.00    | \$           |
| 12.32                                                                  | Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 36"                                   | LF |     | \$       | 225.00    | \$           |
| 12.33                                                                  | Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 42"                                   | LF |     | \$       | 290.00    | \$           |
| 12.34                                                                  | Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 48"                                   | LF |     | \$       | 308.00    | \$           |
| 12.35                                                                  | Mitered End Section Complete, F&I, RCP, Round, 15" Pipe                                    | EA |     | \$       | 3,000.00  | \$           |
| 12.36                                                                  | Mitered End Section Complete, F&I, RCP, Round, 18" Pipe                                    | EA |     | \$       | 3,200.00  | \$           |
| 12.37                                                                  | Mitered End Section Complete, F&I, RCP, Round, 24" Pipe                                    | EA |     | \$       | 1,500.00  | \$           |
| 12.38                                                                  | Mitered End Section Complete, F&I, RCP, Round, 30" Pipe                                    | EA |     | \$       | 4,000.00  | \$           |
| 12.39                                                                  | Mitered End Section Complete, F&I, RCP, Round, 36" Pipe                                    | EA |     | \$       | 4,500.00  | \$           |
| 12.40                                                                  | Mitered End Section Complete, F&I, RCP, Round, 42" Pipe                                    | EA |     | \$       | 6,000.00  | \$           |

|                                                                                                                                                                                                                                                                   |                                                                                                             |           |                    |    |                           |           |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------|--------------------|----|---------------------------|-----------|---------------------|
| 12.41                                                                                                                                                                                                                                                             | Mitered End Section Complete, F&I, RCP, Round, 48" Pipe                                                     | EA        |                    | \$ | 8,000.00                  | \$        | -                   |
| 12.42                                                                                                                                                                                                                                                             | Concrete Inlet, Ditch Bottom, Type F, <10, w/Grate                                                          | EA        |                    | \$ | 5,500.00                  | \$        | -                   |
| 12.43                                                                                                                                                                                                                                                             | Concrete Inlet, Ditch Bottom, Type C, <10, w/Grate                                                          | EA        |                    | \$ | 5,000.00                  | \$        | -                   |
| 12.44                                                                                                                                                                                                                                                             | Inlets, Median Barrier, Type 1, <10'                                                                        | EA        |                    | \$ | 5,500.00                  | \$        | -                   |
| 12.45                                                                                                                                                                                                                                                             | Inlets, Closed Flume                                                                                        | EA        |                    | \$ | 4,400.00                  | \$        | -                   |
| 12.46                                                                                                                                                                                                                                                             | Concrete Pipe Jacket (FDOT Std Plan 430-001)                                                                | EA        |                    | \$ | 2,500.00                  | \$        | -                   |
| 12.47                                                                                                                                                                                                                                                             | French Drain, F&I, 15" Pipe, w/Wrapped Stone                                                                | LF        |                    | \$ | 225.00                    | \$        | -                   |
| 12.48                                                                                                                                                                                                                                                             | Pipe Repair Clamp SP                                                                                        | EA        |                    | \$ | 7,500.00                  | \$        | -                   |
|                                                                                                                                                                                                                                                                   |                                                                                                             |           |                    |    | <b>Subtotal</b>           | <b>\$</b> | <b>-</b>            |
| <b>13.00 Landscape Enhancements &amp; Site Restorations</b>                                                                                                                                                                                                       |                                                                                                             |           |                    |    |                           |           |                     |
| 13.01                                                                                                                                                                                                                                                             | Performance Turf (Sod)                                                                                      | SY        | 4,500              | \$ | 6.00                      | \$        | 27,000.00           |
| 13.02                                                                                                                                                                                                                                                             | Landscape Plants Small Groundcover, 1 Gallon                                                                | EA        |                    | \$ | 10.00                     | \$        | -                   |
| 13.03                                                                                                                                                                                                                                                             | Landscape Plants Small Shrub, 1 Gallon                                                                      | EA        |                    | \$ | 20.00                     | \$        | -                   |
| 13.04                                                                                                                                                                                                                                                             | Landscape Plants Large Shrub, 3 Gallon                                                                      | EA        |                    | \$ | 35.00                     | \$        | -                   |
| 13.05                                                                                                                                                                                                                                                             | Landscape Plants Large Trees, 65 Gallon                                                                     | EA        |                    | \$ | 1,100.00                  | \$        | -                   |
| 13.06                                                                                                                                                                                                                                                             | Landscape Plants Large Palms. 12' OAH                                                                       | EA        |                    | \$ | 950.00                    | \$        | -                   |
| 13.07                                                                                                                                                                                                                                                             | Mailbox Replacement                                                                                         | EA        |                    | \$ | 350.00                    | \$        | -                   |
| 13.08                                                                                                                                                                                                                                                             | Irrigation System (Per Plan)                                                                                | EA        |                    | \$ | 2,500.00                  | \$        | -                   |
| 13.09                                                                                                                                                                                                                                                             | Irrigation System Repairs                                                                                   | EA        |                    | \$ | 1,750.00                  | \$        | -                   |
| 13.10                                                                                                                                                                                                                                                             | Decorative Street Sign Posts                                                                                | EA        |                    | \$ | 1,750.00                  | \$        | -                   |
| 13.11                                                                                                                                                                                                                                                             | Single Decorative Post Sign, Relocate Existing                                                              | EA        |                    | \$ | 750.00                    | \$        | -                   |
| 13.12                                                                                                                                                                                                                                                             | Irrigation Bores 2" Diameter                                                                                | EA        |                    | \$ | 3,500.00                  | \$        | -                   |
| 13.13                                                                                                                                                                                                                                                             | Irrigation Bores 4" Diameter                                                                                | EA        |                    | \$ | 4,500.00                  | \$        | -                   |
| 13.14                                                                                                                                                                                                                                                             | Irrigation Bores 6" Diameter                                                                                | EA        |                    | \$ | 6,500.00                  | \$        | -                   |
| 13.15                                                                                                                                                                                                                                                             | Aluminum Handrail, Bicycle-Pedestrian, 48" Height Powder Coated 'Black Gloss' (refer to FDOT Index 515-062) | LF        |                    | \$ | 225.00                    | \$        | -                   |
| 13.16                                                                                                                                                                                                                                                             | Aluminum Handrail Repair - Existing                                                                         | LF        |                    | \$ | 150.00                    | \$        | -                   |
| 13.17                                                                                                                                                                                                                                                             | Steel Handrail Repair - Existing                                                                            | LF        |                    | \$ | 175.00                    | \$        | -                   |
| 13.18                                                                                                                                                                                                                                                             | Standard Traffic Guardrail-Roadway, General TL-2, 31" Height                                                | LF        |                    | \$ | 45.00                     | \$        | -                   |
| 13.19                                                                                                                                                                                                                                                             | Standard Traffic Guardrail Removal                                                                          | LF        |                    | \$ | 30.00                     | \$        | -                   |
| 13.20                                                                                                                                                                                                                                                             | Guardrail End Anchorage Assembly-Flared                                                                     | AS        |                    | \$ | 2,500.00                  | \$        | -                   |
| 13.21                                                                                                                                                                                                                                                             | Guardrail End Anchorage Assembly-Parallel                                                                   | AS        |                    | \$ | 3,000.00                  | \$        | -                   |
| 13.22                                                                                                                                                                                                                                                             | Standard Traffic Guardrail, Field Painted (Pro.Ind.Alkyd Urethane & Primer)                                 | LF        |                    | \$ | 40.00                     | \$        | -                   |
| 13.23                                                                                                                                                                                                                                                             | Reflectors Barrier Wall or Guardrail Mounted, Yellow                                                        | LF        |                    | \$ | 75.00                     | \$        | -                   |
| 13.24                                                                                                                                                                                                                                                             | Fence, Chain Link, Type B, Standard 6'                                                                      | LF        |                    | \$ | 60.00                     | \$        | -                   |
| 13.25                                                                                                                                                                                                                                                             | Fence Gate, Chain Link, Type B, Standard, Single 3' to 6' Opening                                           | EA        |                    | \$ | 1,500.00                  | \$        | -                   |
| 13.26                                                                                                                                                                                                                                                             | Fence Gate, Chain Link, Type B, Standard Double 8' to 12' Opening                                           | EA        |                    | \$ | 4,500.00                  | \$        | -                   |
| 13.27                                                                                                                                                                                                                                                             | Fence, Chain Link, Type B, Standard 6' Black Vinyl Clad                                                     | LF        |                    | \$ | 75.00                     | \$        | -                   |
| 13.28                                                                                                                                                                                                                                                             | Fence Gate, Chain Link, Type B, Standard Single 3'to 6' Opening Black Vinyl Clad                            | EA        |                    | \$ | 1,800.00                  | \$        | -                   |
| 13.29                                                                                                                                                                                                                                                             | Fence Gate, Chain Link, Type B, Std. Double 8' to 12' Opening Black Vinyl Clad                              | EA        |                    | \$ | 5,500.00                  | \$        | -                   |
| 13.30                                                                                                                                                                                                                                                             | Electrical - Project Specific Only                                                                          | EA        |                    | \$ | 25,000.00                 | \$        | -                   |
|                                                                                                                                                                                                                                                                   |                                                                                                             |           |                    |    | <b>Subtotal</b>           | <b>\$</b> | <b>27,000.00</b>    |
| 13.31                                                                                                                                                                                                                                                             | <b>Out of Scope Item (Not to Exceed 10% of Total Work Order Assignment)</b>                                 | <b>LS</b> | <b>No Bid Item</b> |    |                           |           |                     |
| 13.32                                                                                                                                                                                                                                                             |                                                                                                             |           |                    |    | \$                        |           | -                   |
|                                                                                                                                                                                                                                                                   |                                                                                                             |           |                    |    | \$                        |           | -                   |
|                                                                                                                                                                                                                                                                   |                                                                                                             |           |                    |    | <b>Subtotal</b>           | <b>\$</b> | <b>-</b>            |
|                                                                                                                                                                                                                                                                   |                                                                                                             |           |                    |    | <b>Total - Base Bid A</b> | <b>\$</b> | <b>2,237,900.00</b> |
| <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 5px; width: 40%;">             Bidder's Signature, Company Name, and Date           </div> <div style="width: 50%;"></div> </div> |                                                                                                             |           |                    |    |                           |           |                     |



**Appendix**  
**Emergency Declaration**

## 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

Resolution No. 2025-45

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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

Resolution No. 2025-45

Page 3 of 5



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 27 day of October, 2025 at 11:55 A.M.

**RATIFIED AT A SPECIAL MEETING OF THE CITY COUNCIL** this 29 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

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**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

Resolution No. 2025-45

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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.

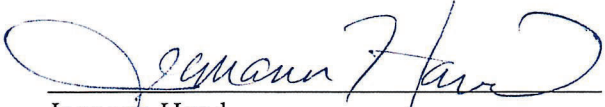
**SECTION 12. Effective Date.** This Resolution shall become effective immediately upon its execution by the Mayor and remain in effect until ratified or amended by the City Council. This resolution shall be effective, unless extended or amended, for seven (7) days from the date and time it is executed by the Mayor.

**PASSED AND ADOPTED** this 27 day of October, 2025 at 11:55 A.M.

**RATIFIED AT A SPECIAL MEETING OF THE CITY COUNCIL** this 29 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

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Page **5** of **5**





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

---

**DATE:** January 20, 2026

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Ratification of the Eleventh and Twelfth Extensions 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 Eleventh and Twelfth Extensions 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.

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. 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.

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.

Chapter 252, *Florida Statutes*, and Resolution 2025-45 permit the mayor, City Manager or his or her designee, to extend a local state of emergency if a quorum of the City Council is unavailable. Due to the ongoing suffering caused by the October 26-27, 2025 Flood Event, and to ensure the health, safety, and welfare of the community, its residents, and public facilities, the local state of



emergency was further extended for all territory within the legal boundaries of the City of Mount Dora for additional 7-day durations, up to and including January 26, 2026. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

**City Council Extension to State of Emergency Approval History:**

| <b>Extension</b> | <b>Date Adopted/Signed</b> | <b>Date Ratified by City Council</b> | <b>Extension Expires</b> |
|------------------|----------------------------|--------------------------------------|--------------------------|
| 1st              | 11/03/2025                 | 11/04/2025                           | 11/10/2025               |
| 2nd              | 11/10/2025                 | 11/18/2025                           | 11/17/2025               |
| 3rd              | 11/17/2025                 | 11/18/2025                           | 11/24/2025               |
| 4th              | 11/24/2025                 | 12/02/2025                           | 12/01/2025               |
| 5th              | 12/01/2025                 | 12/02/2025                           | 12/08/2025               |
| 6th              | 12/08/2025                 | 12/16/2025                           | 12/15/2025               |
| 7th              | 12/15/2025                 | 12/16/2025                           | 12/22/2025               |
| 8th              | 12/22/2025                 | 01/06/2026                           | 12/29/2025               |
| 9th              | 12/29/2025                 | 01/06/2026                           | 01/05/2026               |
| 10th             | 01/05/2026                 | 01/06/2026                           | 01/12/2026               |
| 11th             | 01/12/2026                 | 01/20/2026                           | 01/19/2026               |
| 12th             | 01/19/2026                 | 01/20/2026                           | 01/26/2026               |

**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:**

Strategic Initiative 3: Strengthen and Expand Mount Dora’s Infrastructure

**Recommendation:**

Council ratify the Eleventh and Twelfth Extensions of Resolution 2025-45, Local State of Emergency Related to the October 26-October 27, 2025 Flood event.

**Attachment(s):**

1. 01.20.2026.ELEVENTH EXTENSION OF RESOLUTION 2025-45
2. 01.20.2026.TWELFTH EXTENSION OF RESOLUTION 2025-45

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Approved - 1/7/2026

Approved - 1/7/2026

Approved - 1/7/2026

Approved - 1/12/2026

Approved - 1/12/2026

Vince Sandersfeld, City Manager

Final Approval - 1/12/2026

## **ELEVENTH 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**, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

**WHEREAS**, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

**WHEREAS**, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; 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 January 12, 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 January 19, 2026.

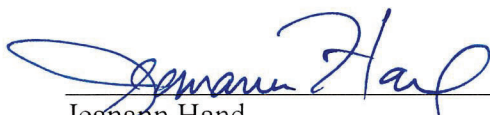
Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

**PASSED AND ADOPTED this 12th day of January, 2026.**

**RATIFIED AT A THE \_\_\_\_\_, 2026 CITY COUNCIL REGULAR SESSION.**

\_\_\_\_\_  
**JAMES HOMICH, MAYOR**  
City of Mount Dora, Florida

ATTEST:

  
\_\_\_\_\_  
Jeanann Hand  
City Clerk

  
\_\_\_\_\_  
Vince Sandersfeld, City Manager

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

  
\_\_\_\_\_  
Patrick Brackins  
City Attorney



## **TWELFTH 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**, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

**WHEREAS**, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

**WHEREAS**, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; and

Twelfth Extension of Resolution No. 2025-45

Page 1 of 2

**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 January 19, 2026, 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 January 26, 2026.

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 \_\_\_\_ day of \_\_\_\_\_, 2026

**RATIFIED AT A THE \_\_\_\_\_, 2026 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  
City Attorney



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

---

**DATE:** January 20, 2026

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of Meeting Minutes

---

**Introduction:**

This is a request for Council to approve meeting minutes.

**Discussion:**

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

**Budget Impact:**

N/A

**Strategic Impact:**

N/A

**Recommendation:**

Council approve meeting minutes.

**Attachment(s):**

1. 12.02.2025.Minutes DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 1/12/2026

Final Approval - 1/12/2026







## **CITY OF MOUNT DORA, FLORIDA CITY COUNCIL REGULAR SESSION MINUTES**

Mount Dora City Hall  
510 North Baker Street, Mount Dora, FL 32757  
December 2, 2025, 6:00 p.m.

---

### **CALL TO ORDER**

Having been duly advertised as required by law, at 6:16 p.m., Mayor James Homich called to order the Regular Session of City Council in the Mount Dora City Hall Council Chamber.

### **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

A moment of silence and Pledge of Allegiance to the Flag were led by Mayor Homich.

### **ROLL CALL**

#### **Members Present**

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

#### **Also Present**

Vince Sandersfeld, City Manager  
Patrick Brackins, City Attorney  
Jeanann Hand, City Clerk

### **PRESENTATIONS**

#### **1. Presentation Damaged Stormwater Facilities Recovery Update**

Public Works Director George Marek provided an update on recovering from last month's flood. Council and staff discussed dredging the Chautauqua pond.

### **PUBLIC COMMENT**

Mayor Homich opened public comment.

Sheila Ramos, 825 Grant Avenue, spoke about the experience level of young police officers.

Baily Stack, 1175 East Fifth Avenue, spoke about the pond failure at the Public Works Complex.

Faith Ramnanan, 343 North Bay Street, Eustis, spoke on behalf of State Representative Nan Cobb.

Mayor Homich closed public comment.

## **APPROVAL OF AGENDA**

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA AND THE CONSENT AGENDA; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

## **CONSENT AGENDA**

1. Request Approval to Apply for the Land & Water Conservation Fund (LWCF) Grant
2. Request Approval of the Agreement between the City of Mount Dora and Bellmore Enterprises Inc. Related to Underground Duct-Line Installation
3. Request Approval of the Agreement between the City of Mount Dora and HDD of Florida LLC related to Underground Duct-Line Installation
4. Request Ratification of Emergency Agreement with Cathcart Construction Company Florida, LLC (Temporary Reclaimed Water Line)
5. Request Ratification of the Fourth and Fifth Extensions of Resolution 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event
6. Request Approval of Meeting Minutes

## **BOARD APPOINTMENTS**

1. City of Mount Dora Advisory Board and Committee Appointments

The following appointments were proposed and approved by unanimous voice vote:

Councilmember Rolfson proposed the reappointment of Laura Busch to the Library Advisory Board and the appointments of Lynn Tipton the Planning and Zoning Commission and the appointment of Angel Gunderson to the Historic Preservation Board.

Vice-mayor Cataldo proposed the reappointments of Amber Perretti to the Library Advisory Board and Lillie Taylor to the Northeast CRA Advisory Committee.

Mayor Homich proposed the appointment of Dawn Murphy to the Library Advisory Board, and the reappointment of Rona Rowe to the Northeast CRA Advisory Committee.

Councilmember Walker proposed the appointment of Jennifer Thompson to the Library Advisory Board and the reappointment of Robert Gordon to the Historic Preservation Board.

Councilmember Crail proposed the reappointment of Harris Turner to the Planning and Zoning Commission.

2. City of Mount Dora Appointments to Lake County Library Advisory Board

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FOLLOWING APPOINTMENTS TO THE LAKE COUNTY LIBRARY ADVISORY BOARD: PRIMARY***

**REPRESENTATIVE BETH SHARPE AND ALTERNATE REPRESENTATIVE MARCIA FORD; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.**

### **ACTION ITEMS**

1. Request Approval of 2026 City Council Regular Session Meeting Dates

Mr. Sandersfeld directed attention to the meeting dates listed in the agenda packet. The meetings did not vary from being held at 6:00 p.m. on the first and third Tuesdays each month.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

**MOTION BY COUNCILMEMBER WALKER TO APPROVE THE PROPOSED 2026 CITY COUNCIL REGULAR SESSION MEETING DATES; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.**

### **PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES**

1. Request Approval of the First Reading for Ordinance No. 2025-22 Annexation, School Board of Lake County, Round Lake Charter School (28.68 +/- Acres)

Mr. Brackins read Ordinance No. 2025-22 by title only.

#### **ORDINANCE NO: 2025-22**

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF STATE ROAD 46 AND WEST OF ROUND LAKE ROAD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Staff explained that the annexation aligns with the City's policy of annexing eligible properties and supports continued partnership with the school, including coordination on public safety and future infrastructure planning. Approval was recommended on first reading, with second reading scheduled for the next meeting following required advertising.

Mayor Homich opened public comment.

Franco Garcia, 3042 Bethpage Loop, spoke about conditional approval based upon an internal loop being provided for safety and improved traffic flow.

Mayor Homich closed public comment.

Staff clarified that the annexation is voluntary and constitutes a jurisdictional change under Chapter 171, Florida Statutes, and does not allow for conditions on existing development. Round Lake Road remains under Lake County jurisdiction. Staff noted that annexation would enhance coordination with Lake County through interlocal agreements and support future utility planning, including potential sewer connections. Council members expressed appreciation for the public comment, acknowledged the traffic concerns, and supported continued coordination with Lake County. Staff confirmed that land use and zoning designations are consistent with the existing educational use and will be addressed separately.

Council and staff discussed communication between the City, the County, and the school regarding traffic flow. The County is responsible for the roads affecting traffic flow related to the school. Council and staff discussed mentioning this topic at next week's joint meeting with the Lake County Board of County Commissioners. Round Lake does not have City sewer and water, but does want City sewer and water.

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FIRST READING OF ORDINANCE NO. 2025-22, ANNEXATION, SCHOOL BOARD OF LAKE COUNTY, ROUND LAKE CHARTER SCHOOL (28.68 +/- ACRES); COUNCILMEMBER BRYANT SECONDED THE MOTION. MOTION PASSED WITH 7-0 ROLL CALL VOTE.***

|                   |                       |
|-------------------|-----------------------|
| <b><i>YES</i></b> | <b><i>Walker</i></b>  |
|                   | <b><i>Homich</i></b>  |
|                   | <b><i>Crail</i></b>   |
|                   | <b><i>Cataldo</i></b> |
|                   | <b><i>Bryant</i></b>  |
|                   | <b><i>Rolfson</i></b> |
|                   | <b><i>Dawson</i></b>  |
| <b><i>NO</i></b>  | <b><i>None</i></b>    |

2. Request Approval of the First Reading for Ordinance No. 2025-25 Annexation, City of Mount Dora (1.38 Acres)

Mr. Brackins read Ordinance No. 2025-25, Annexation, City of Mount Dora (1.38 Acres) by title only.

#### ORDINANCE NO: 2025-25

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE NORTH OF STATE ROAD 46 AND EAST OF WEKIVA RIDGE DRIVE; PROVIDING FOR



LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Staff advised that the item involves a voluntary annexation of a parcel north of State Road 46 and east of the Wekiva Ridge subdivision. The property is contiguous to the City and was deeded to the City as surplus land from the Florida Department of Transportation (FDOT) for public use. The Development Review Committee (DRC) had no objections. The property will be added to the City's ad valorem tax base, and the \$2,000 annexation application fee was waived pursuant to the City's annexation incentive program.

Council and staff discussed possibilities of future public use.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

***MOTION BY WALKER TO APPROVE THE FIRST READING OF ORDINANCE NO. 2025-25, ANNEXATION, CITY OF MOUNT DORA (1.38 ACRES); COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION PASSED WITH 7-0 ROLL CALL VOTE.***

***YES Homich  
Walker  
Rolfson  
Cataldo  
Dawson  
Bryant  
Crail  
NO None***

3. Request Approval of First Reading of Ordinance No. 2025-26, Small-Scale Future Land Use Map Amendment for City of Mount Dora Property (1.38 +/- Acres)

Mr. Brackins read Ordinance No. 2025-26 by title only.

#### ORDINANCE NO: 2025-26

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF SR 46 AND EAST OF WEKIVA RIDGE DRIVE, AND THE CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR

APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

As with the item preceding this one, the DRC and Planning and Zoning Commission had no objections to this item's approval.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

***MOTION BY COUNCILMEMBER CRAIL TO APPROVE THE FIRST READING OF ORDINANCE NO. 2025-26, SMALL-SCALE FUTURE LAND USE MAP AMENDMENT FOR THE CITY OF MOUNT DORA PROPERTY (1.38 +/- ACRES); VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH 7-0 ROLL CALL VOTE.***

|            |                                                                                         |
|------------|-----------------------------------------------------------------------------------------|
| <b>YES</b> | <b><i>Homich<br/>Cataldo<br/>Bryant<br/>Rolfson<br/>Dawson<br/>Crail<br/>Walker</i></b> |
| <b>NO</b>  | <b><i>None</i></b>                                                                      |

4. Request Approval First Reading of Ordinance No. 2025-27, Change in Zoning for City of Mount Dora Property (1.38 +/- Acres)

Mr. Brackins read Ordinance No. 2025-27 by title only.

#### ORDINANCE NO: 2025-27

AN ORDINANCE OF THE CITY OF MOUNT DORA,FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FROM COUNTY PLANNED COMMERCIAL (CP) BY ORDINANCE #2014-4 TO CITY PUBLIC LANDS AND INSTITUTIONS (PLI) FOR PROPERTY LOCATED ON THE NORTH SIDE OF STATE ROAD 46 AND EAST OF WEKIVA RIDGE DRIVE, COMPRISING 1.39 ACRES, MORE OR LESS, AS FURTHER DESCRIBED HEREIN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Brackins swore in Mr. Sandersfeld who would be speaking about the item because it is a quasi-judicial item. He reported to Council that the Planning and Zoning Commission and DRC support this action.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

***MOTION BY COUNCILMEMBER CRAIL TO APPROVE THE FIRST READING OF ORDINANCE NO. 2025-27, CHANGE IN ZONING FOR THE CITY OF MOUNT DORA PROPERTY (1.38 +/- ACRES); COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH 7-0 ROLL CALL VOTE.***

***YES Homich  
Walker  
Rolfson  
Cataldo  
Dawson  
Bryant  
Crail  
NO None***

### **CITY MANAGER'S REPORT**

Community Development Director Adam Sumner provided an update on the motorcycle and golf cart parking lot, noting it is expected to be available for use approximately one week from the upcoming Friday. Directional signage will be installed to guide vehicles to the lot. He also advised that the RFP for paid parking has been published and that all registered golf cart owners will be notified. Council and staff discussed the parking spaces near the entrance to the new lot and emphasized the importance of marketing the additional parking availability. The lot will accommodate approximately 25–26 spaces, with bollards installed to restrict vehicle size and ensure appropriate use.

### **CITY ATTORNEY'S REPORT**

#### **1. JPA**

Mr. Brackins discussed the draft with Council and staff. They considered the proposed JPA and agreed to extend the current agreement by 90 days to allow additional review, clarification, and negotiation with the County. Council directed staff to prepare a brief summary of the City's concerns for presentation to the County Commission prior to the December 9 joint meeting. Council expressed concerns regarding preservation of the City's home rule authority, secondary jurisdiction provisions, impact fees, utility service obligations, and development control, including specific language on Pages 2, 3, and 5 of the agreement. Council requested clarifications related to utility capacity, service agreements, and significant development review, including concerns that County review could extend into Downtown. Council also discussed the

importance of clear procedures, good-faith code interpretation, and maintaining sovereign authority while continuing cooperative discussions with Lake County.

He also reported on progress with the Witherspoon Lodge, Florida Department of Environmental Protection (FDEP) litigation, and anticipation on a court order related to the AMCO development.

### **COMMUNICATIONS AND REPORTS**

Dawson commented on the increasing presence of visitors to the City due to the approaching holidays and the League of Cities luncheon.

Councilmember Bryant commented on the positive impact of holiday traffic. He mentioned property tax legislation discussions taking place at Florida League of Cities (FLC) committee meetings.

Councilmember Rolfson spoke favorably about the successes of Light Up Mount Dora and Small Business Saturday, noting overwhelmingly positive feedback. He, too, spoke about the FLC's efforts regarding property tax legislation.

Vice-mayor John Cataldo thanked staff for the strategic timeline of Christmas events and mentioned the upcoming events workshop.

Mayor Homich commented on holiday events and the upcoming Today Show broadcast at Lakeside Inn.

### **ADJOURNMENT**

There being no further business for discussion, the meeting adjourned at approximately 8:21 p.m.

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**JAMES HOMICH, MAYOR**  
**City of Mount Dora**

---

Jeanann Hand, City Clerk





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

---

**DATE:** January 20, 2026

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Adoption of **Resolution No. 2026-01**, Adopting the Official Trees of the City of Mount Dora

---

**Introduction:**

This is a request for City Council to adopt Resolution No. 2026-01 Adopting the Official Trees of the City of Mount Dora

**Discussion:**

This action provides an opportunity to officially recognize two distinctive tree species that reflect the natural beauty, environmental stewardship, and community spirit of the City of Mount Dora.

The City of Mount Dora is known for its small-town charm and expansive canopy of mature oak trees and is designated as a **Tree City USA** in recognition of the vital role its urban forest plays in supporting environmental health, community well-being, and overall quality of life. Through the Urban Forestry Department, in partnership with the Mount Dora Friends of the Environment, the City actively works to expand and preserve its tree canopy and to promote sustainable urban forestry practices, including the identification of appropriate canopy and understory trees.

The **Live Oak (*Quercus virginiana*)** is proposed as the City of Mount Dora's official canopy tree. This designation recognizes the live oak's iconic presence, longevity, and significant contribution to the City's character, shade, and urban forest canopy. Live oaks are deeply ingrained in Mount Dora's identity and are frequently prioritized for new plantings due to their durability, majestic form, and strong association with Florida's natural landscape. The City actively promotes live oak plantings through its Urban Forestry programs, while balancing community preference with practical considerations such as site conditions, available space, and utility clearance. Widely regarded as heritage trees throughout the region, live oaks are viewed by residents as integral to Mount Dora's sense of place.

The **Eastern Redbud (*Cercis canadensis*)** is proposed as the City of Mount Dora’s official understory tree in recognition of its seasonal beauty, ecological value, and role in supporting a diverse and resilient urban forest. The Eastern Redbud is an approved and popular species within the City’s Free Tree Programs and is valued for its vibrant pink spring blossoms that add distinctive seasonal color to the community. Native to the eastern United States and well adapted to Florida’s sandy soils and varying light conditions, the Eastern Redbud is a low-maintenance ornamental tree that supports pollinators and birds, making it an ideal understory species for residential neighborhoods and public spaces.

**Budget Impact:**

There is no budget impact to the City, as this matter is administrative program policy.

**Strategic Impact:**

Strategic Initiative 2: Beautify Mount Dora

Goal 4: Promote urban greening throughout the City with special focus on corridors, parks, open spaces, and gateways.

**Recommendation:**

City Council approval of Resolution No. 2026-01 Adopting the Official Trees of the City of Mount Dora.

**Attachment(s):**

1. Attachment 1 Redbud and Live Oak
2. Resolution No. 2026-01 Designating Official Trees for the City of Mount Dora.final

Prepared by: Mark Miller

Reviewed by:

Mark Miller,

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 1/9/2026

Approved - 1/9/2026

Approved - 1/12/2026

Approved - 1/12/2026

Approved - 1/12/2026

Approved - 1/12/2026

Final Approval - 1/12/2026

Redbud and Live Oak trees differ significantly in size, lifespan, growth habit, and function in a landscape. The **Redbud is a smaller, short-lived ornamental tree** known for its showy spring flowers, while the **Live Oak is a massive, long-lived evergreen (or near-evergreen) shade tree** that forms a foundational element of the southern U.S. landscape.

## Redbud vs. Live Oak Comparison

| Feature              | Redbud (Eastern Redbud: <i>Cercis canadensis</i> )                                                            | Live Oak (Southern Live Oak: <i>Quercus virginiana</i> )                                                   |
|----------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Mature Size</b>   | Small tree, typically 20-30 ft tall and wide.                                                                 | Large tree, up to 40-80 ft tall with a massive spread.                                                     |
| <b>Lifespan</b>      | Relatively short, typically 20-30 years, though sometimes longer (up to 50-75 years in ideal conditions).     | Very long-lived, often living for several hundred years (200-300 years is common).                         |
| <b>Foliage Type</b>  | Deciduous; heart-shaped leaves turn yellow in the fall before dropping in winter.                             | Evergreen or nearly so; leathery, oval, glossy green leaves shed and are quickly replaced in early spring. |
| <b>Flowers/Fruit</b> | Profuse pink or purple pea-like flowers in early spring, followed by seed pods.                               | Inconspicuous flowers (catkins), followed by acorns, which provide significant wildlife food.              |
| <b>Growth Habit</b>  | Often multi-trunked or vase-shaped, suitable for understory planting or small gardens.                        | Broad, spreading canopy with large, often horizontal, stout branches, ideal for large shade areas.         |
| <b>Maintenance</b>   | Low maintenance once established, but susceptible to some fungal diseases and can be messy with self-seeding. | Can be messy with leaves and acorns at certain times of the year.                                          |
| <b>Native Range</b>  | Wide range across Eastern North America, adaptable to various soils.                                          | Southeastern U.S., including Florida and Texas, generally more drought-tolerant once established.          |

## Key Differences in Landscaping

- **Aesthetics:** The Redbud is primarily valued for its stunning, temporary spring blossoms and unique heart-shaped leaves. The Live Oak is valued for its imposing, classic shade-tree form and permanent green presence in the landscape.
- **Function:** Redbuds are excellent for accent planting, driveways, or as an understory tree under larger trees like oaks. Live Oaks are powerful, long-term shade solutions and foundational elements for large properties.
- **Scale:** The choice between them often comes down to available space. A Redbud is ideal for smaller yards or specific spots where a large tree would be overwhelming. A Live Oak requires significant space to reach its potential without causing issues with structures or utility lines.



## Key Identification Differences

| Characteristic                 | Live Oak ( <i>Quercus virginiana</i> )                                                               | Laurel Oak ( <i>Quercus laurifolia</i> )                                                                                  | Water Oak ( <i>Quercus nigra</i> )                                                                                         |
|--------------------------------|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>Lifespan</b>                | <b>Long-lived</b> (centuries, up to 300+ years)                                                      | <b>Short-lived</b> (50 to 70 years, sometimes up to 150)                                                                  | <b>Short-lived</b> (40-60 years)                                                                                           |
| <b>Leaf Type</b>               | <b>Evergreen</b> (drops leaves in the spring as new ones emerge)                                     | <b>Semi-evergreen</b> (keeps leaves until new ones emerge)                                                                | <b>Deciduous</b> (usually loses leaves in the fall)                                                                        |
| <b>Leaf Shape</b>              | Oblong/oval, thick and leathery, with smooth, often rolled edges and a pale, finely-haired underside | Smooth, narrow, shiny, dark green, lanceolate (thin at both ends and broad in the middle), sometimes with irregular lobes | Distinctive "spatula-shaped" (wider at the tip than the base), 2 to 4 inches long, may have a few shallow lobes at the tip |
| <b>Bark</b>                    | <b>Rough, deeply furrowed</b> bark that becomes darker (reddish-brown to gray/black) with age        | <b>Smoother</b> bark, dark gray, developing only shallow fissures with flat ridges                                        | <b>Smoother</b> and grayer bark than the laurel oak                                                                        |
| <b>Wood Strength/Structure</b> | <b>Very strong</b> and resistant to decay; highly wind-resistant, with a wide-spreading canopy       | <b>Relatively weak</b> wood, prone to breakage and internal decay; grows in a more symmetrical oval or conical shape      | <b>Weak</b> wood, poor ability to compartmentalize decay, often falls during storms                                        |
| <b>Growth Rate</b>             | Medium growth rate                                                                                   | <b>Fast-growing</b> , can gain an inch of trunk diameter in a single year                                                 | <b>Fast-growing</b> , can gain an inch of trunk diameter in a single year                                                  |

The **Eastern Redbud** (*Cercis canadensis*) is a small, deciduous tree native to eastern and central North America. Known as the "harbinger of spring," it is famous for its vibrant displays of rosy-pink to lavender flowers that bloom directly on bare branches and even trunks before its leaves appear.

## Physical Characteristics

- **Size:** Typically reaches 20–30 feet in height with a 25–35 foot spread, often featuring a multi-trunked or rounded crown.
- **Flowers:** Showy, pea-like clusters bloom in early spring (March–April). The flowers are edible and can be eaten raw or pickled.
- **Foliage:** Distinctive heart-shaped (cordate) leaves emerge reddish or purple, turning dark green in summer and eventually bright yellow or chartreuse in the fall.
- **Fruit:** As a member of the legume family (*Fabaceae*), it produces flattened 2–4 inch brown seed pods that often persist into winter.

## Growing Conditions & Care

- **Hardiness:** Thrives in USDA Zones 4–9 and is adaptable to various soil types, including acidic, alkaline, clay, and sandy soils.
- **Sunlight:** Prefers full sun to partial shade. In hotter climates, some afternoon shade is beneficial.
- **Watering:** Requires regular deep watering until established; it is moderately drought-tolerant but thrives in moist, well-drained soil.
- **Maintenance:** Low maintenance; pruning is usually only necessary to remove dead wood or to manage a strong structure.

## Ecological & Ornamental Value

- **Wildlife Support:** The early blooms are a vital nectar source for bees, butterflies, and hummingbirds. Songbirds, such as chickadees and northern bobwhites, eat the seeds.
- **Safety:** It is non-toxic and safe for pets like dogs to roam around.

Eastern Redbud likely for plant identification or generating content about the **Eastern Redbud tree** (*Cercis canadensis*), a popular North American native known for its vibrant pink spring flowers, heart-shaped leaves, and adaptability to landscapes.

**Key Characteristics of the Eastern Redbud:**

- **Flowers:** Clusters of bright pink, pea-like flowers bloom directly on branches and trunks in early spring before leaves emerge.
- **Leaves:** Large (3-6 inches), heart-shaped (cordate) with 7 veins, turning yellow in fall.
- **Pods:** Flat, oblong, bean-type seed pods develop after flowers, turning from green to brown.
- **Growth Habit:** Small tree (20-30 ft tall), often multi-stemmed with a rounded or vase shape, ideal for small landscapes.
- **Native Range:** Eastern and Central US, Southern Ontario, adaptable to various soils and light conditions (full sun to part shade).

## Key Takeaways

- **Live Oaks** are highly valued for their longevity, strength, and wide-spreading shape, making them a superior landscape and shade tree that is very resistant to wind damage.
- **Laurel Oaks** and **Water Oaks** are faster-growing but have weaker wood and are shorter-lived, often developing internal decay. They are a part of the red oak family, while the live oak is a white oak relative (though its leaves don't have the typical white oak lobed shape).
- Identification is easiest by observing the bark texture and the specific shape of the leaves, which are consistent indicators of the tree's long-term health and structural integrity.



**RESOLUTION NO. 2026-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA DESIGNATING AN OFFICIAL CANOPY TREE AND AN OFFICIAL UNDERSTORY TREE FOR THE CITY OF MOUNT DORA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**WHEREAS**, the City of Mount Dora is widely recognized for its mature tree canopy, scenic streetscapes, and historic charm, all of which contribute significantly to the City's identity, environmental health, and quality of life; and

**WHEREAS**, the City of Mount Dora is a designated Tree City USA, reflecting its long-standing commitment to urban forestry, environmental stewardship, and sustainable community planning; and

**WHEREAS**, canopy and understory trees serve distinct but complementary roles within an urban forest, with canopy trees providing shade, stormwater mitigation, and long-term ecological benefits, and understory trees enhancing biodiversity, seasonal interest, and pedestrian-scale character; and

**WHEREAS**, the Live Oak (*Quercus virginiana*) has long been an iconic symbol of the City's streets and historic areas, appreciated for its grand stature, extensive canopy, and the natural beauty it provides with its Spanish moss drapes, contributing significantly to the City's unique aesthetic and overall quality of life; and

**WHEREAS**, the Eastern Redbud (*Cercis canadensis*) is an approved and popular understory tree in the City's Free Tree Programs, celebrated for its vibrant pink and purple blossoms that herald the arrival of spring and add a distinctive splash of color to the City's landscape; and

**WHEREAS**, the City Council desires to formally designate representative tree species that reflect Mount Dora's natural heritage, climate suitability, and community values, while promoting public awareness, civic pride, and environmental education.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA:**

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

**SECTION 2. Designation of Official Canopy Tree and Official Understory Tree for the City of Mount Dora.**

- A. The Live Oak (*Quercus virginiana*) is hereby designated as the Official Canopy Tree of the City of Mount Dora.
- B. The Eastern Redbud (*Cercis canadensis*) is hereby designated as the Official Understory Tree of the City of Mount Dora.

**SECTION 3. Implementing Administrative Actions.** The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 4. Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

**SECTION 5. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 6. 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 7. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this 20th day of January, 2026.**

*(Signatures on following page)*

---

**JAMES HOMICH**  
**MAYOR of the City of Mount Dora, Florida**

ATTEST:

---

Jeanann Hand, City Clerk

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

---

Patrick Brackins, City Attorney



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

---

**DATE:** January 20, 2026

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Lobbyist Update

---

**Introduction:**

Gray Robinson, P.A. represents the City of Mount Dora in activities related to the legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status of current work in progress.

**Discussion:**

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the December 2025 Monthly Report.

**Budget Impact:**

Lobbyist Activities are funded in GL account 421-1910-536.31-11

**Strategic Impact:**

The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

**Recommendation:**

Informational Item.

**Attachment(s):**

1. Mount Dora December 2025 Report

Prepared by: Jeanann Hand, City Clerk  
Reviewed by:



Vince Sandersfeld, City Manager

Final Approval - 1/12/2026

**December 29, 2025**

**City of Mount Dora  
December Activity Report**

**The 2026 Regular Session begins Tuesday, January 13, 2026.**

**Communications**

- Calls with Adam Sumner re FDEM
- Interim Committee Week Updates/Newsletter
- Meeting with Senator Truenow regarding appropriations projects

**Next Steps**

- Continue to monitor and share updates on relevant grant opportunities
- GrayRobinson: Meet with House and Senate Subcommittee Appropriations Chairs re Mount Dora appropriations requests

Ryan Matthews/Angela Drzewiecki



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

---

**DATE:** January 20, 2026

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Informational — Purchasing Division Report on Emergency Purchases

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**Introduction:**

This is an opportunity to inform Council about emergency purchases.

**Discussion:**

Pursuant to Sections 3.4-1.I. of the City of Mount Dora Purchasing Policy adopted by City Council under Resolution No. 2021-107, information about the following emergency purchases are provided to City Council:

| Attachment | Description                         | GL                                        | Vendor                                  | Amount<br>Encumbered | Amount Spent |
|------------|-------------------------------------|-------------------------------------------|-----------------------------------------|----------------------|--------------|
| Invoice    | Donnelly St.<br>Emergency<br>Repair | 310-<br>5555-<br>580.63-<br>01-<br>RS2310 | Florida Department<br>of Transportation |                      | \$47,380     |
| Invoice    | Donnelly St.<br>Emergency<br>Repair | 310-<br>5555-<br>580.63-<br>01-<br>RS2310 | Florida Department<br>of Transportation |                      | \$94,463     |
|            |                                     |                                           |                                         | Total:               | \$141,843    |

**Budget Impact:**

As indicated in the attachments.

**Strategic Impact:**

N/A

**Recommendation:**

Informational only.

**Attachment(s):**

1. 457929-1-62-01 - LFA Invoice Donnelly St. Emergency Roadway Repair
2. 457929-1-32-01 - LFA Invoice Donnelly St. Emergency Roadway Repair

Prepared by: Matthew Dodson, Budget Officer

Reviewed by:

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 1/13/2026

Approved - 1/13/2026

Approved - 1/13/2026

Final Approval - 1/13/2026



## LOCALLY FUNDED AGREEMENT (LFA) INVOICE

Florida Department of Transportation  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834

|                                   |                                                                                                                              |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>Local Government:</b>          | City of Mount Dora                                                                                                           |
| <b>Financial Project Number:</b>  | 457929-1-62-01/03                                                                                                            |
| <b>Project Description:</b>       | Donnelly St. Emergency Roadway Repair (Permanent) – CEI services                                                             |
| <b>Department Contact Person:</b> | Precious L. Lewis                                                                                                            |
| <b>Telephone Number:</b>          | (386) 943-5153                                                                                                               |
| <b>Agreement Execution Date:</b>  | In Progress (anticipated 1/5/2026)                                                                                           |
| <b>Invoice Date:</b>              | 1/5/2026                                                                                                                     |
| <b>Invoice Number:</b>            | 1                                                                                                                            |
| <b>Funds Due Date:</b>            | 1/12/2026                                                                                                                    |
| <b>Agreement Amount:</b>          | \$ 46,119.00 (457929-1-62-01)<br>\$ 48,344.00 (457929-1-62-03)                                                               |
| <b>Total Amount Due:</b>          | \$ 46,119.00 (457929-1-62-01)<br>\$ 48,344.00 (457929-1-62-03)                                                               |
| <b>Make Check Payable To:</b>     | Florida Department of Transportation                                                                                         |
| <b>Mail Payment To:</b>           | Florida Department of Transportation<br>Attn: LFA Section<br>605 Suwannee Street, MS #42B<br>Tallahassee, Florida 32399-0450 |

**Please include with/on the check: Financial Project Number 457929-1-62-01/03**

**For Wire Transfers: See Attached Page**

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Date Received by Department: \_\_\_\_\_

**Florida Department of Transportation  
Office of the Comptroller  
Wire and ACH Instructions**



**Wire and ACH Instructions for Local Funds Being Deposited into the Treasury  
Cash Deposit Trust Fund K 11-78 with Department of Financial Services**

**Please wire or ACH funds to:**

Department of Financial  
Services c/o Wells Fargo Bank,  
N.A. 1 Independent Drive  
Jacksonville, Florida 32202  
Phone: (813) 225-4338

**ESCROW WIRING and ACH INSTRUCTIONS**

Wells Fargo Bank, N.A.  
Account # 4834783896  
ABA # 121000248  
Chief Financial Officer of Florida  
Re: DOT – K 11-78, Financial project #

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain “FDOT” and an abbreviated purpose, financial project number or LFA account number.

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Once the wire transfer is complete, please contact Morgan Harris, LFA Coordinator at 850-414-4861 with the following information:

Financial Project Number, Dollar amount of transfer, Name of Participant

It is critical that the above information be provided to the LFA accountants to properly process the deposit.

**SUBSTITUTE FORM W9:** The Department of Financial Services now requires all entities who receive payments from the State of Florida to have a Substitute Form W-9 on file. All cash disbursements (return of cash collateral or earned income) will be subject to this requirement. The Substitute Form W-9 can be completed online through the State of Florida Vendor Portal Website (<https://flvendor.myfloridacfo.com/>).

## LOCALLY FUNDED AGREEMENT (LFA) INVOICE

Florida Department of Transportation  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834

**Local Government:** City of Mount Dora  
**Financial Project Number:** 457929-1-32-01  
**Project Description:** Donnelly St. Emergency Roadway Repair (Permanent)

**Department Contact Person:** Precious L. Lewis  
**Telephone Number:** (386) 943-5153

**Agreement Execution Date:** 12/1/2025  
**Invoice Date:** 11/20/2025  
**Invoice Number:** 1  
**Funds Due Date:** **12/3/2025**

**Agreement Amount:** **\$ 47,380.00**

**Total Amount Due:** **\$ 47,380.00**

**Make Check Payable To:** Florida Department of Transportation

**Mail Payment To:** Florida Department of Transportation  
Attn: LFA Section  
605 Suwannee Street, MS #42B  
Tallahassee, Florida 32399-0450

**Please include with/on the check: Financial Project Number 457929-1-32-01**

**For Wire Transfers: See Attached Page**

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Date Received by Department: \_\_\_\_\_

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