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

Mount Dora City Council

Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
February 3, 2026, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Presentation Mount Dora Half Marathon & 5K
2. Presentation Wolf Branch Innovation District Brand Summary 4
3. Proclamation Recognizing Black History Month 6

PUBLIC COMMENT

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

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CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

1. Councilmember Marc Crail
2. Councilmember Nate Walker
3. Councilmember Doug Bryant
4. Councilmember Cal Rolfson

5. Councilmember Dennis Dawson

6. Vice-mayor John Cataldo

7. Mayor James Homich

UPCOMING MEETING DATES

1. Monday, February 9, 2026 6:00 p.m., Workshop Special Events / Festivals

2. Tuesday, February 17, 2026, 6:00 p.m., Regular Session

3. Tuesday, March 3, 2026, 6:00 p.m., Regular Session

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

5. Tuesday, April 7, 2026, 6:00 p.m., Regular Session

ADJOURNMENT

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

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

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

DATE: **February 3, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Presentation Wolf Branch Innovation District Brand Summary

Introduction:
This is an opportunity for Lake County staff to present the brand summary developed for the Wolf Branch Innovation District.

Discussion:
The brand discovery and development process for the Wolf Branch Innovation District included a comprehensive review of media coverage, stakeholder sentiment, and comparable districts. Positive, negative, and neutral media sources were analyzed to assess public perception and identify key themes and concerns.

Target audience analysis was conducted using secondary research to better understand the demographics, values, and priorities of residents, investors, homebuyers, and the regional business community. In addition, a SWOT analysis was completed for two proposed brand concepts to evaluate their respective strengths, weaknesses, opportunities, and potential risks.

Findings from this research informed the development of strategic messaging tailored to each audience, ensuring the brand reflects community values while supporting innovation, investment, and long-term economic growth.

Budget Impact:
N/A

Strategic Impact:
Strategic Initiate 1: Promote Economic Development
Goal 1: Promote strategic corridors for development and redevelopment: Golden Triangle District, Grandview Business District, Highland Street District, Downtown/Waterfront District, and the Wolf Branch Innovation District with special focus on high-wage job creation.

Recommendation:

This item is provided for informational purposes only.

Attachment(s):

Prepared by: Misty Sommer, Director of Economic Development & Public Information

Reviewed by:

Misty Sommer, Director of Economic Development & Public Information	Approved - 1/22/2026
Jeanann Hand, City Clerk	Approved - 1/23/2026
Vince Sandersfeld, City Manager	Final Approval - 1/23/2026

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

DATE: **February 3, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Proclamation Recognizing Black History Month

Introduction:
This is an opportunity for Mayor to read a Proclamation recognizing Recognizing Black History Month.

Discussion:
Black History Month is observed each February throughout the United States as a time to recognize, honor, and celebrate the history, culture, achievements, and enduring contributions of African Americans to the social, economic, political, and cultural life of the nation.

Budget Impact:
N/A

Strategic Impact:
1. This proclamation aligns with the City's Vision of a "Diverse, Vibrant, and Sustainable Community"
The Strategic Plan's Vision statement explicitly commits the City to diversity and community vibrancy, which is directly advanced by recognizing Black History Month.

"Create a diverse, vibrant, and sustainable community…" (Vision, page 3)

A Black History Month proclamation supports this vision by publicly recognizing the historical and cultural contributions of Black residents and fostering a sense of belonging and shared community identity.

2. Mission Emphasis on Building a Strong Sense of Community

The Mission statement emphasizes safeguarding historic resources and building community cohesion—both core purposes of a cultural recognition proclamation.

"…safeguarding our historical and natural resources and building a strong sense of community." (Mission, page 3)

A proclamation recognizing Black History Month directly supports this mission by honoring history and reinforcing community connections.

3. Strategic Initiative 4: Provide High-Quality Services → Community Engagement & Education

Strategic Initiative 4 includes objectives related to community engagement, education, and inclusive programming, which proclamations support by encouraging awareness and participation.

"Promote community engagement by offering classes to educate the public…" (Goal 11, page 10)

Black History Month recognition aligns with this goal by promoting public education and civic awareness outside of formal programming.

Recommendation:
Mayor to read the Proclamation into the record.

Attachment(s):
1. Proclamation Black History Month 2026

Prepared by: Kimberly LaFlamme, Deputy City Clerk
Reviewed by:
Jeanann Hand, City Clerk — Approved - 1/21/2026
Vince Sandersfeld, City Manager — Final Approval - 1/21/2026

PROCLAMATION

WHEREAS, Black History Month is observed annually in February to recognize, honor, and celebrate the rich history, culture, and contributions of African Americans to the United States and to communities across the nation; and

WHEREAS, the 2026 national theme, "A Century of Black History Commemorations," marks the 100th anniversary of the first organized observance of Black history, initiated in 1926 by historian Dr Carter G Woodson as Negro History Week, which later evolved into Black History Month; and

WHEREAS, this centennial milestone provides an opportunity to reflect on the enduring legacy of African Americans whose achievements, resilience, leadership, and creativity have shaped our country's social, cultural, economic, and political foundations; and

WHEREAS, the City of Mount Dora values diversity, equity, inclusion, and mutual respect, and recognizes that understanding and honoring Black history strengthens our community and fosters a more inclusive future for all residents; and

WHEREAS, Black History Month serves as a time to educate, engage, and inspire current and future generations by acknowledging both historical struggles and significant accomplishments of African Americans at the local, state, and national levels;

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, that **February 2026** is hereby proclaimed **BLACK HISTORY MONTH** in the City of Mount Dora and encourage all residents, businesses, schools, and organizations to observe this month with appropriate programs, activities, and reflections that honor this year's theme, "A Century of Black History Commemorations."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mount Dora, Florida, to be affixed this 3rd day of February, 2026.

_____

James L. Homich, Mayor

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

DATE: **February 3, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval to Use State Forfeiture Funds to Purchase Closed-Loop Artificial Intelligence Software

Introduction:
This is a request for Council to approve the use of State Forfeiture Funds to purchase closed-loop artificial intelligence software.

Discussion:
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 equipment and services not covered by normal operating budgets.

The Police Department is requesting approval to use forfeiture funds to purchase Blue Voice, a closed-loop artificial intelligence software platform designed to support law enforcement operations. This request has been reviewed by the City's Information Technology Department to ensure compliance with applicable security standards, including CJIS requirements. The Chief of Police will provide the required written certification that the expenditure meets the statutory requirements for the use of forfeiture funds.

Forfeiture funds are generated through court-approved seizures related to criminal activity and are legally restricted for use in enhancing public safety. These funds **cannot be used for routine operating expenses**, such as salaries or standard office software, but instead must be used for supplemental tools, equipment, or programs that improve crime prevention, officer effectiveness, and community safety.

The proposed expenditure is for Blue Voice, a closed-loop AI service currently used by over 200 law enforcement agencies nationwide. The software allows officers and command staff to instantly search and retrieve exact, quoted information from a secure, closed system that includes:

- Federal and state laws

- Local ordinances and policies
- Departmental procedures and documents
- Maps, bulletins, and BOLOs

Because the system is closed-loop, it does not rely on open internet sources and is designed to prevent AI "hallucinations," ensuring that responses are based only on verified, department-approved content. The platform also supports policy management, electronic sign-offs, mobile notifications, and real-time dissemination of critical information.

This purchase has been reviewed by the City's Information Technology Department to confirm compliance with Criminal Justice Information Services (CJIS) standards. CJIS is a set of federal security requirements established by the Federal Bureau of Investigation (FBI) to protect sensitive criminal justice information. CJIS compliance ensures that law enforcement data is securely stored, accessed only by authorized users, and protected from unauthorized disclosure.

The Police Department is requesting to use eight-thousand dollars ($8,000.00) of State forfeiture funds for this purchase because Blue Voice represents an additional technology resource that enhances law enforcement operations and decision-making and is not part of the City's normal operating budget. The request will be accompanied by the Chief of Police's written certification confirming compliance with Section 932.7055(5)(a), Florida Statutes.

Budget Impact:
There is no immediate budgetary impact, as costs will be covered by State forfeiture funds. Any future costs incurred after those funds are depleted would require General Fund support, subject to budget in the amount $8,000 (current price). Future budget allocations are not part of this action.

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.

Strategically, this investment strengthens public safety outcomes, improves internal communication, and modernizes departmental capabilities without impacting the City's general fund. The use of forfeiture funds for this purpose aligns with statutory intent by reinvesting proceeds from criminal activity into secure, CJIS-compliant tools that support lawful, efficient, and accountable policing.

Recommendation:
The Mount Dora Police Department recommends Council approval of the use of State Forfeiture Funds for the purchase of intelligence software.

Attachment(s):
1. Attachment No. 1 Blue Voice AI Software Quote
2. Attachment No. 2 Blue Voice - Sole Source
3. Attachment No. 3 Chief Certification Blue Voice AI Software

Prepared by: Michael Gibson, Chief of Police
Reviewed by:

Michael Gibson, Chief of Police	Approved - 1/22/2026
Whitney Donovan, Purchasing Coordinator	Approved - 1/22/2026
Matthew Dodson, Budget Officer	Approved - 1/22/2026
Jennifer Gates, Finance Director	Approved - 1/22/2026
City Attorney, City Attorney	Approved - 1/28/2026
Jeanann Hand, City Clerk	Approved - 1/28/2026
Vince Sandersfeld, City Manager	Final Approval - 1/28/2026

Blue Voice Inc.
14 Brewster Road
Newton MA, 02461 US
+1 785-331-7691
www.bluevoice.io

Quote

BILL TO
Mount Dora

Quote #: 2126121315925
DATE: 09/15/2025
DUE DATE: 10/15/2025
TERMS Net 30

NOTE
Due NET 30 after start of term

ACTIVITY	TERM	AMOUNT
Service Blue Voice Software		
Year 1	Start: 09/15/2025 End: 09/14/2026 Years: 1	$ 8,000 20% Discount applied

Remit To:

BALANCE DUE: $8,000

Blue Voice Inc.
14 Brewster Road
Newton, MA, 02461 US

****Through signature of this quote,** Mount Dora **understands that it acknowledges the terms listed in the Blue Voice EULA and software agreement, linked below.**

EULA: https://www.bluevoice.io/_files/ugd/bdcf33_c92a1ab53d84413c8a7c5f88ace47f35.pdf
SoftwareAgreement: https://www.bluevoice.io/_files/ugd/d84549_24d8fe21a8394869ba81e791112b19b3.docx?dn=Blue%20Voice%20Agreement%20-%206-WEEK%20%20(1).docx

Mount Dora

Signature: _____

Contact Name: _____

Title: _____

Date: _____

Email: _____

Address: _____

_____

_____

Contact Telephone: _____

Blue Voice Inc.

Signature: David Lawrence

Name: David Lawrence

Title: CEO

Date:

Email: david@bluevoice.io

Address: 14 Brewster Road

Newton

MA 02461

Contact Telephone: 785-331-7691

BLUE VOICE

SOLE-SOURCE LETTER

To Whom It May Concern:

Blue Voice is a software platform designed by first responders, for first responders. Users speak or type questions and our app presents the best available answers from department-endorsed documents. Our mission is to ensure officers on the street have swift and reliable access to vital information to make informed decisions on law, policy, first aid, community resources, and more.

Founded in 2023 at Harvard and MIT, the Blue Voice team includes LE leaders, machine learning technologists, public safety executives, and veterans.

This letter confirms that Blue Voice is the only software as a service ("SaaS") platform that provides:

- Rapid, machine-learning (ML) enabled access to policy, law, first aid, and community resources for officers
- Support for ML-enabled voice commands and written searches on phones, tablets, mobile data terminals, and desktops
- Digital access to best-in-class resources, such as leading handbooks
- ML-enabled continuous improvement of search results
- ML-enabled highlighting of key passages for quick officer reference
- Anonymized analytics to support trainings and policy development
- Proprietary UI allowing departments to tailor the app layout and resources

We developed Blue Voice to help reduce mistakes and liability, save time, improve community interactions, and foster a culture of continual learning. We aim to improve outcomes for your officers, department, and community.

Sincerely,

David Lawrence
CEO | Blue Voice
david@bluevoice.io

Blue Voice
www.bluevoice.io
785-331-7691
14 Brewster Rd,
Newton, MA 02461

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

January 22, 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.

The Police Department is requesting approval to use forfeiture funds to purchase Blue Voice, a closed-loop artificial intelligence software platform designed to support law enforcement operations. Blue Voice is currently used by over 200 law enforcement agencies nationwide. The software will allow officers to instantly search and retrieve information from a secure, closed system that includes:

- Federal and state laws
- Local ordinances
- City and police department procedures and documents
- Maps, bulletins and BOLOs

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.

On review of the City of Mount Dora's budget, the purchase of the artificial intelligence software is not a budgeted item. The purchase of this type of software is not a usual, normal or an established budgeted item, past or present. This software represents an additional technology resource that enhances law enforcement operations and decision-making.

Based on my review and best judgement, as the Chief of Police, I certify that the purchase of fitness equipment falls within the allowable uses of State forfeiture funds.

If there are any questions regarding this request, do not hesitate to ask.

Michael T. Gibson
Chief of Police

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

DATE: **February 3, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Contract Extension for Utility Tree Trimming and Vegetation Management Services

Introduction:

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

Discussion:

A comprehensive vegetation management program is essential to the reliability and safety of the electric system. The City Electric Utility has historically engaged a qualified contractor to perform these services, maintaining approximately 44 miles of distribution lines on a two-year trimming cycle. The contractor's work focuses on clearing vegetation that could adversely affect the reliability of the City's electric distribution system while maintaining compliance with National Electric Safety Code (NESC) clearance requirements. This vegetation management approach has proven effective, enabling the City to consistently report a fully compliant program to the Florida Public Service Commission under the Florida Storm Hardening Rule (Rule 25-6.03043, F.A.C.) since 2006.

The City of Mount Dora is a member of the Florida Municipal Power Agency (FMPA), a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and Chapter 361, Part II, Florida Statutes. FMPA operates as an intergovernmental cooperative authorized to procure goods and services on behalf of its member municipalities.

FMPA issued a competitive solicitation for utility tree trimming and vegetation management services. In response, FMPA received proposals from three bidders and awarded contracts to ABC Professional Tree Service of Webster, Texas; Kendall Vegetation Services of Lawrenceville, Georgia; and Lewis Tree Service, Inc. of West Henrietta, New York.

On October 1, 2020, FMPA approved a Master Services Agreement with Lewis Tree Service, Inc. for a five-year term ending October 1, 2025, with mutual options to extend the agreement for two additional one-year periods. Addendum No. 1 to the Master Services Agreement, dated October 19, 2023, added the City of Mount Dora as a participating member under the solicitation.

Budget Impact:

The Electric Department has budgeted $325,000 in the approved Fiscal 25-26 budget.
The other $25,000 will be moved from a differing maintenance GL at the mid-year budget amendment to total $350,000.

Strategic Impact:

Initiative 4 — Provide high-quality Services
Goal 10 — Ensure a safe and reliable electric and water supply and protect the environment and public through proper wastewater and storm water management.

Recommendation:

City Council approve the proposed one-year contract extension.

Attachment(s):

1. Attachment #1 FMPA Master Agreement Lewis Tree
2. Attachment #2 FMPA Agreement Extension ITB
3. Attachment #3 Lewis Tree FY25-26 Mount Dora Pricing

Prepared by: Tyric McCadney
Reviewed by:

Wayne Zimmerman, Deputy Electric Utility Director	Approved - 1/22/2026
Steve Langley, Assistant City Manager-Electric Utility Director	Approved - 1/22/2026
Whitney Donovan, Purchasing Coordinator	Approved - 1/22/2026
Matthew Dodson, Budget Officer	Approved - 1/22/2026
Jennifer Gates, Finance Director	Approved - 1/22/2026
City Attorney, City Attorney	Approved - 1/28/2026
Jeanann Hand, City Clerk	Approved - 1/28/2026
Vince Sandersfeld, City Manager	Final Approval - 1/28/2026

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Master Services Agreement

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

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

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

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

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

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

Section 1. Scope of Services

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

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

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

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

Section 2. Term & Termination

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

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

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

Section 3. Compensation and Payment

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

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

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

Section 4. Independent Contractor Status

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

Section 5. Standard of Care

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

Section 6. Insurance

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

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

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

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

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

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

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

DocuSign Envelope ID: 207358F1-A237-405F-89F0-EEA71F690E04

Section 7. Indemnification

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

Section 8. General Terms and Conditions

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

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

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

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

(e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

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

FLORIDA MUNICIPAL POWER AGENCY	LEWIS TREE SERVICE, INC.
Signature: DocuSigned by: Jacob Williams 30475220FC51407...	Signature:
By: Jacob Williams Gen. Mgr. & CEO	By: Robert A Petrone SVP/CFO

Schedule A

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

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

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

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

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

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

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

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

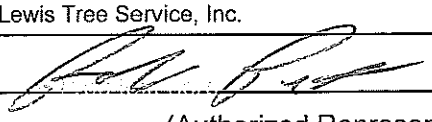
ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number None Dated _____

Number _____ Dated _____

Respectfully submitted:

Company Name: Lewis Tree Service, Inc.

Signature: 

(Authorized Representative)

Robert A. Petrone - CFO/VP

(Type or Print Name of Signer)

Address: 300 Lucius Gordon Drive

West Henrietta, New York 14586

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

Telephone Number:

Toll Free Number: (800) 333-1593

Date: 9/14/2020

FMPA RFP 2020-036
Distribution System Pricing

Contractor Company Name: Lewis Tree Service, Inc.

Authorized Signature: _____ **Date:** 9/14/20

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

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

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

DISTRIBUTION

Distribution System Work To Include Labor, Equipment, Materials and Disposal.	
Description (Higher Vegetation Foliage)	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1], including aerial lift	$ See cover letter
Non-truck Accessible – Climbing Crew Trimming	$ See cover letter
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	$ See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	$ See cover letter
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
Description (Lower Vegetation Foliage)	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1]	$ See cover letter
Mileage Rate for 3-person crew[1], including aerial lift	$ See cover letter
Non-truck Accessible – Climbing Crew Trimming	$ See cover letter
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	$ See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	$ See cover letter
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

If there is an adder price for areas of *extremely* dense foliage, please list cost here (per mile).	$ N/A
If there is an adder price for water ways or other terrain, please list cost here (per mile).	$ N/A

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

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

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

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

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

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

Unable in Zones 2, 3, 4, 5

Mobilization

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

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Hourly Crew Price				

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

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

TRANSMISSION

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

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

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

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

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

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

_____

Mobilization

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

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

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

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

EMERGENCY RESPONSE AND STORM RELATED SERVICES

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

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

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

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

Unable in Zones 2, 3, 4, 5

Mobilization

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

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

Mobilization and Other Charges	
	Unit Price
Travel Rate per Mile	$
Charge if work is cancelled prior to mobilization	$
Charge if work is cancelled after to mobilization	$
Per diem rate if overnight stay is required	$
Other:	$

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

REFERENCES:

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

1. Name: City of Leesburg, Florida

Address: 501 West Meadow Street

Leesburg, Florida 34749

Phone: 352-728-9819

Fax:

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

2. Name: Flint Energies

Address: 3 South Mason Street

Reynolds, Georgia 31076

Phone: 478-847-5124

Fax:

Contact: Jamie Grantham - jgrantham@flintemc.com

3. Name: Duke Energy - Florida

Address: 2166 Palmetto Street

Clearwater, Florida 33765

Phone: 727-893-9702

Fax:

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

COMPLIANCE FORMS

PROPOSER INFORMATION FORM
Exceptions & Clarifications
FMPA RFP 2020-236

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

✓	We TAKE exception as follows:

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

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Robert Petrone - CFO/SVP
Name and Title of Contractor's Authorized Official

9/14/2020
Date

Compliance Declaration

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

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

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Signature of Contractor's Authorized Official

Robert Petrone - CFO/SVP

Name and Title of Contractor's Authorized Official

9/14/20

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

Proposer Lewis Tree Service, Inc.

By _____ Robert Petrone
Signature Printed or Typed Name

Title CFO/SVP

Complete Business Address of Proposer: 300 Lucius Gordon Drive
West Henrietta, New York 14586

State of Incorporation New York

Complete Address of Principal Office 300 Lucius Gordon Drive
West Henrietta, New York 14586

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:
Thomas Meyer
300 Lucius Gordon Drive
West Henrietta, New York 14586

Telephone (800) 333-1593 Fax (____) _____

E-Mail bids@lewistree.com

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

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

STATE OF New York

COUNTY OF Monroe

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

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

2. My relationship to Lewis Tree Service, Inc.
[name of bidder or contractor]
is CFP/SVP
[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 14th day of September, 2020.

_____
Notary Public

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

(Affix Seal)

7-18-21
My Commission Expires

Jenny S Brewster
Type or Printed Name

DISPUTE DISCLOSURE

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

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

YES ☐ NO ☒

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

YES ☐ NO ☒

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

YES ☐ NO ☒

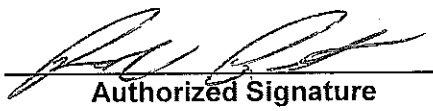
If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

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

Project: FMPA RFP# 2020-236

Lewis Tree Service, Inc.
Firm

9/14/20
Date


Authorized Signature

CFO/SVP
Officer Title

Robert Petrone
Printed or Typed Name

DRUG-FREE WORKPLACE COMPLIANCE FORM

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

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

(Name of business)

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

1. See Published AM Storm Letter - Lewis Tree Service RFQ 21-21-B2 for Clarification on Distribution System Work and Emergency Response & Storm Related Services pricing

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

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection 1.

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

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

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

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

Signature

Lewis Tree Service, Inc. - Robert Petrone

Name of Proposer

9/14/2020

Date

CERTIFICATE OF LIABILITY INSURANCE

11/1/2020

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667
INSURED 1480476 LEWIS TREE SERVICE, INC. DBA CAROLINA TREE CARE P.O. BOX 1118 CONCORD NC 28026	INSURER B : The Continental Insurance Company	35289
	INSURER C : Indemnity Insurance Co of North America	43575
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16942735 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	HDOG71233224	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 20,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	N	ISAH25292753	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 3,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	6043343632	11/1/2019	11/1/2020	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WLRC66046485(AOS) WLRC66046527(MA)	11/1/2019 11/1/2019	11/1/2020 11/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FLORIDA MUNICIPAL POWER AGENCY IS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON THE GENERAL LIABILITY AND AUTO LIABILITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

16942735
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO FL 32819-9002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Arnello

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3.0 Trimmer

Qualifications:

- A total of twelve months experience working on tree trimming crews or clearing crews.
- Have a valid driver's license, CDL and/or medical certification as required for the vehicle being operated. Have valid First Aid and CPR cards.
- Have a basic knowledge of trees including identification, growth habits and correct arboriculture techniques for the trimming, pruning, repairing, maintaining and removing, as applicable to working in close proximity to energized conductors.
- Know and understand all AOP's that apply to the Advanced Trimmer Trainee description.
- Must successfully complete an Advanced Trimmer Trainee Technical Knowledge & Skills Certification.
- Must have and maintain a Herbicide and Applicators or operations certification and license as required by Lewis Tree Service Policy and state, local and federal law. Must have met all qualifications of Trimmer Trainee.

Nature of duties:

- Performs actual work functions as a Line Clearance Tree Trimmer while under direct supervision of a Crew Leader or a qualified Line Clearance Tree Trimmer. Removal of trees and brush, cleanup and disposal of debris.
- Operation of power equipment, such as trucks, chippers, aerial lifts, power saws, sprayers, use of ladders and hand tools.
- Spraying of brush and stumps, mixing proper application of spray chemicals to prevent damage to desirable vegetation.
- Responsible for the inspection and proper working conditions of all tools and equipment assigned to the worker by the crew leader.
- Safeguards employees and public from hazards in and around the working area. Helps enforce on the job safety practices.
- In addition to the above, performs other duties as required or as assigned.

1.0 Ground person

Qualifications:

- Have valid driver's license, CDL and/or medical certification as required for the vehicle being operated. Must be able to hear, speak and see, with ability to walk one mile or more.
- Must be able to obtain and maintain Herbicide Certification and licensing as required by Lewis Tree Service Policy and state, local and federal laws.
- Must be able to perform physical labor such as lifting a minimum of 50 lbs. to shoulder height or more.
- Must be capable of operating two handed equipment (chain saw, circular saw, etc) and have the physical ability to endure extreme climate variances.
- Must obtain and maintain CPR and First Aid cards.
- Must successfully complete the Ground person Technical Knowledge & Skills Certification.

Nature of Duties:

- Trims and/or removes trees by climbing or with aid of an aerial lift, but only under the direct supervision of a crew leader or qualified line clearance tree trimmer.
- Loads and unloads trucks with logs, brush and debris and/or feeds brush into brush chipper.
- Uses hand lines to lower limbs and equipment.
  Keeps work area picked up and orderly.
- Carries and lays out materials, tools and equipment at work site.
  Use and maintenance of small power tools at ground level.
- Sprays stumps and brush.
- Drives and operates trucks and other equipment as assigned.
- Keeps trucks and other assigned equipment in a neat and orderly fashion. Reports the need for repairs to truck and equipment to crew leader.

- Safeguards employees and public from hazards in and around the working area. Helps enforce on the job safety practices.
- Performs other related work as assigned.

11.0 General Foreman

Qualifications for a general foreman.

- Must have a minimum of four (4) years experience as a Crew Leader.
- Must have a valid drivers license.
- Know, understand, and positively communicate with the public, customers, fellow workers, superiors, and corporate personnel.
- Must demonstrate the ability to effectively communicate with the public, customers, fellow workers, superiors and corporate personnel.
- Well-groomed and properly dressed.
- Understands the hours of service as a General Foreman will exceed that of a Crew Leader classification.
- Have a working knowledge of all equipment associated with line clearance activities.
- Have knowledge of climbing skills and other aspects of electrical line clearance operations, which may include having a pesticide applicator license.
- Must have a thorough knowledge of proper pruning techniques.
- Must be honest, trustworthy, and portray the Company in a positive light.
- Must be extremely safety conscious.
- Must have met all qualifications and nature of duties of a Crew Leader.

Responsibilities

- Visits crews on a minimum of a weekly basis giving guidance, instructions and necessary supplies.
- Supervises Crew Leaders making sure they are fulfilling the Crew Leader qualifications and nature of duties.
- Observes, supports, and gives guidance to Crew Leaders for achieving maximum results in operational priorities.
- Calls on existing customers to assure customer satisfaction.
- Responsible to see that equipment repairs, preventative maintenance, and purchasing policies and procedures are properly followed.
- Works directly with Risk Management Department to ensure all safety procedures are followed and proper safety equipment is being worn.

- Conducts incident analysis directly after incidents occur, working in conjunction with Risk Management guidelines.
- Assist manger in the bidding process.
- Attends internal and external training courses which pertain to improving abilities toward human relations skills, business management and technical aspects of the tree industry.
- Keeps manager informed of crew activities, results, equipment problems, employee and customer concerns.
- Performs other duties as assigned by supervisor.

HUMAN PERFORMANCE

2020 Lewis Tree Services Safety and Human Performance Plan

"We believe learning is key to keeping people safe."

Beth Lay

June 2020

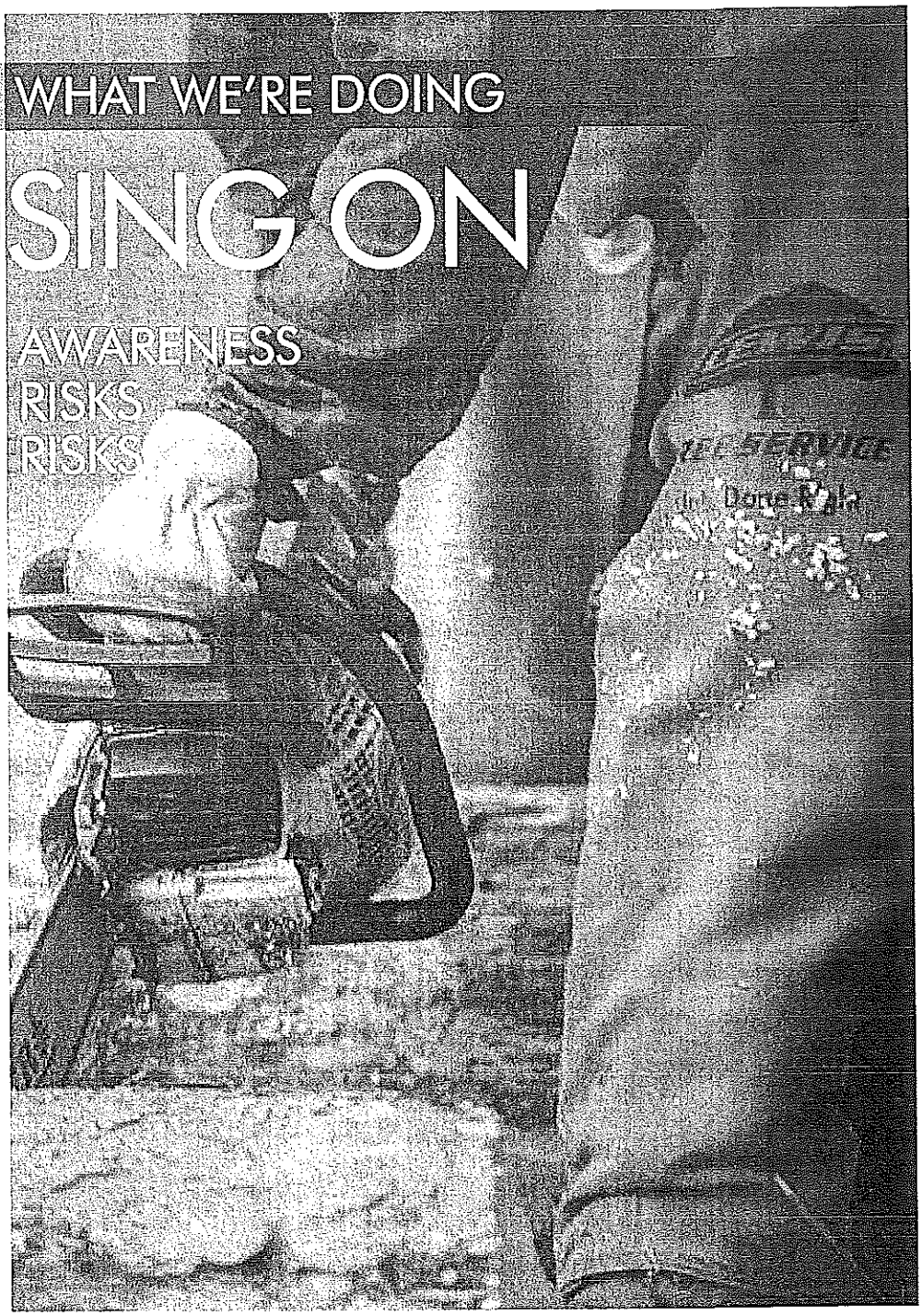
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Serious injury potential risks. Promote learning. Act to create safety.

WHAT WE'RE DOING

FOCUSING ON

SITUATION AWARENESS
STRUCK-BY RISKS
LINE OF FIRE RISKS



We're breaking our big goal—to reduce Serious Injury Potential (SIP) events—into small parts so we can improve on each and get an even greater overall gain.

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Key actions we take to support and lead our Safety Plan:

1) Field Observations conducted by both safety and operations leadership (mandatory number of observations required)
2) Observation tool is an app that helps us trend data , and push observed risks or violations of our 9 to Know critical behaviors.
3) Dedicated Team of Safety professionals
4) Monday morning incident review call
5) Monday morning Safety Leadership call
6) Tuesday morning significant close call review call.
7) Learning plan (see pg. 17).

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9 to Know

- Maintain Drop Zone
- Use Fall Protection 100% of the time, in lift and climbing
- Maintain Minimum Approach Distance

- 360 Degree Walk Around and Spotter when backing
- Wear Seat Belts
- Establish Work Zone

- No One-Handed Chainsaw Use
- Wear Leg Protection (chaps or chainsaw paints) While cutting on the Ground
- Chipping With Harness On Prohibited

People are a source of success.

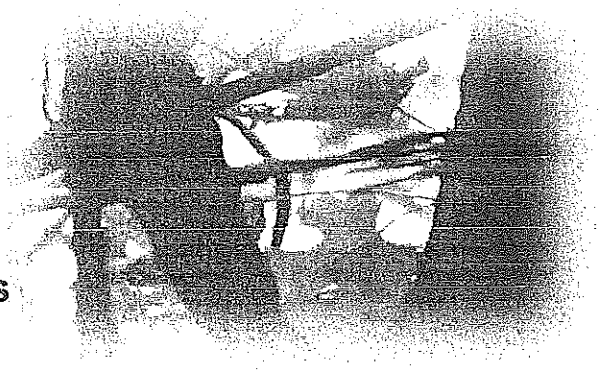
A NEW VIEW OF SAFETY

Learning from Success:
Jobs Done Right



"Stopped and assessed ...get 2nd opinion. ...limbs had pushed phase wires secondaries to be within 3" to 4" from touching. Because we brought in another set of eyes, we discovered that the neutral wire had 2 to 3 strands of wire broken, leaving only a couple of strands holding it together. ...requested an outage."

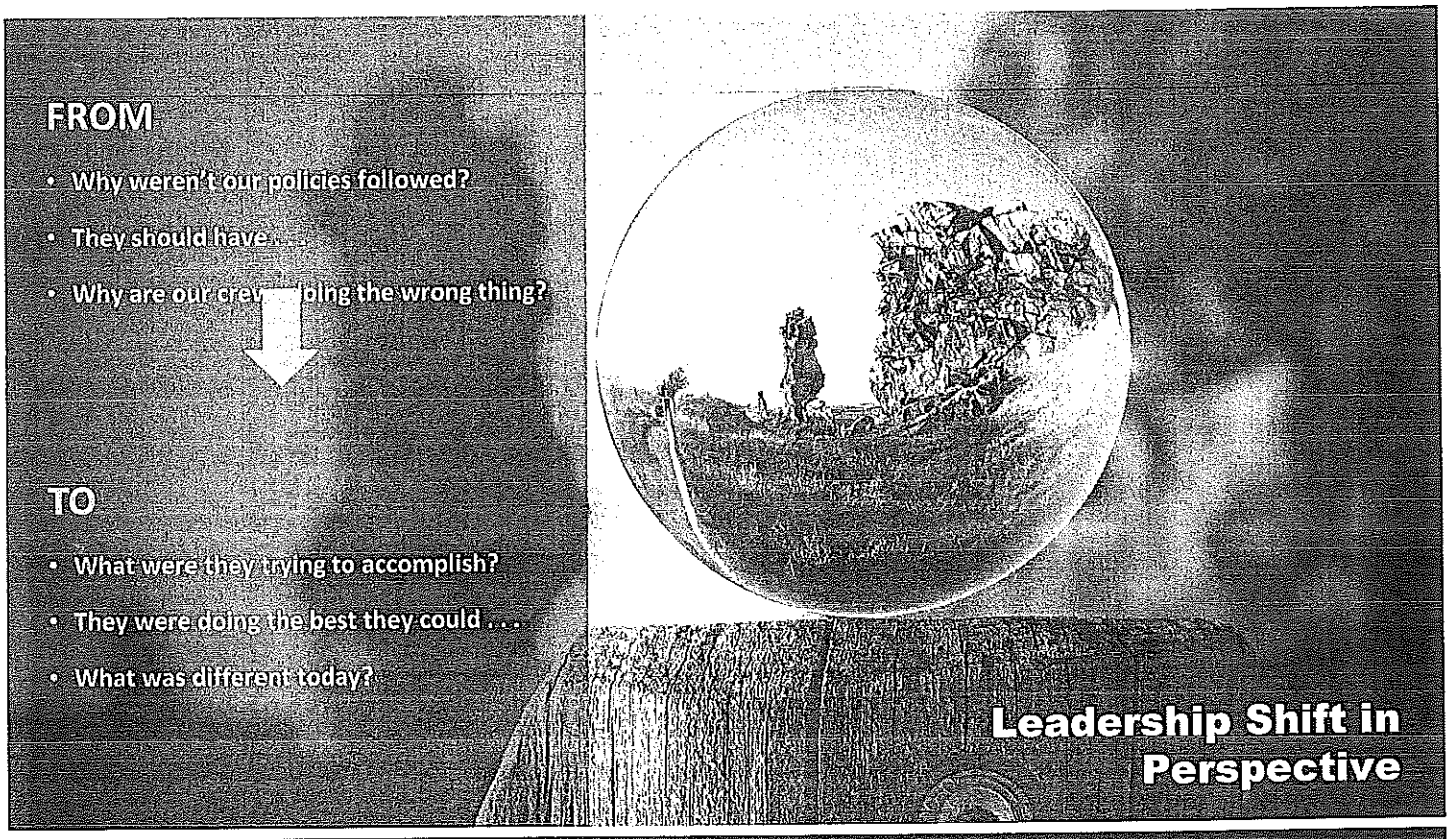
- Noticing weak signals, critical cues, high risk situations, emergent risk.
- Pausing.
- Seeking "fresh set of eyes".
- Asking questions to probe risks.
- Taking actions to lower risks.
- Learning from **After Action Reviews**

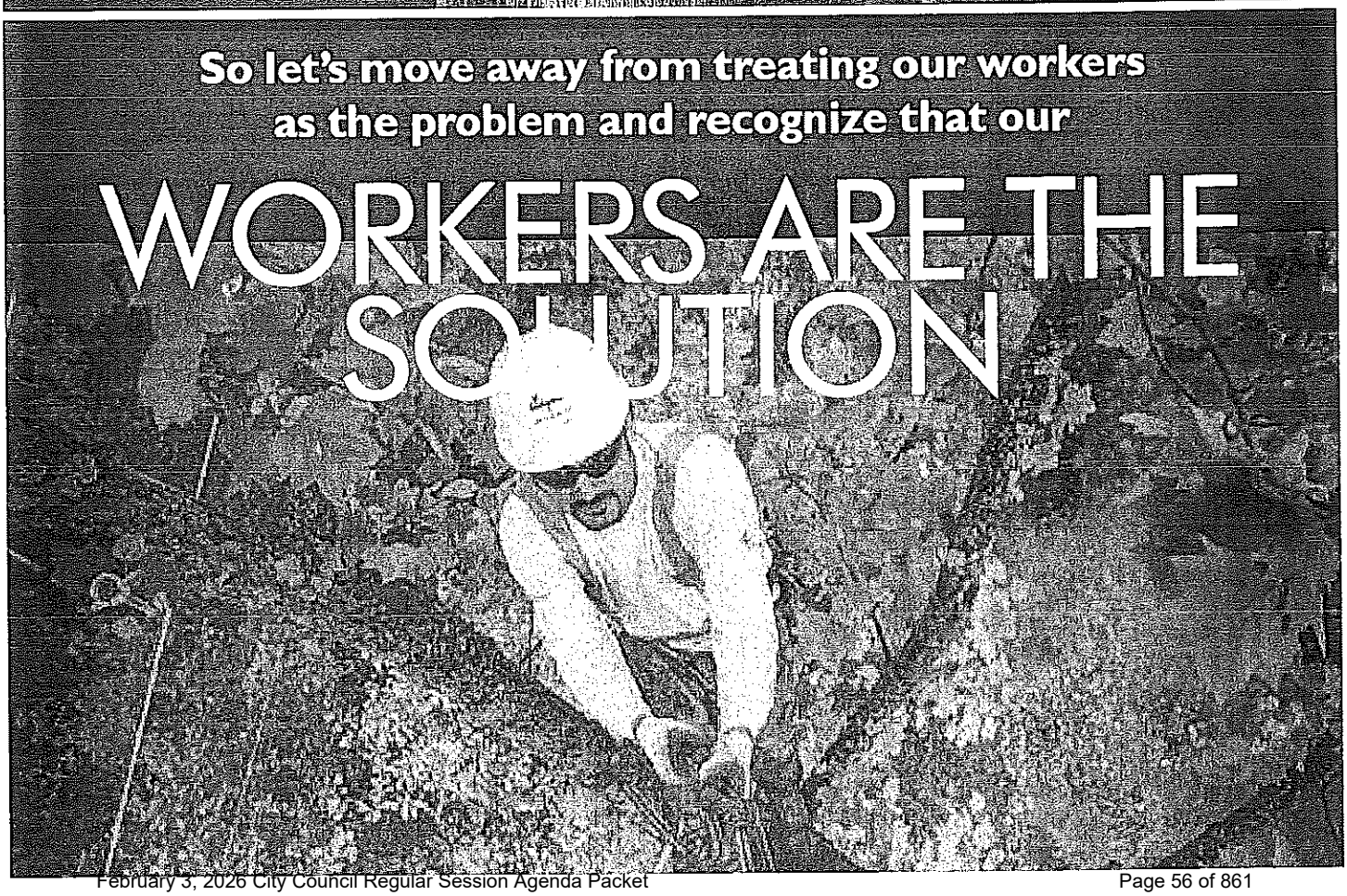


"I believe we are witnessing a change in our safety culture, happening right before of our eyes."

Safety Specialist

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FROM
• Why weren't our policies followed?
• They should have . . .
• Why are our crew doing the wrong thing?
TO
• What were they trying to accomplish?
• They were doing the best they could . . .
• What was different today?
Leadership Shift in Perspective


So let's move away from treating our workers as the problem and recognize that our
WORKERS ARE THE SOLUTION

Line clearance work has extraordinary level of variability.

A NEW VIEW OF HUMAN PERFORMANCE

How Lewis Differs from Traditional HuP

1

safe + reliable + resilient

(Surprise happens.)

How Lewis Differs from Traditional HuP

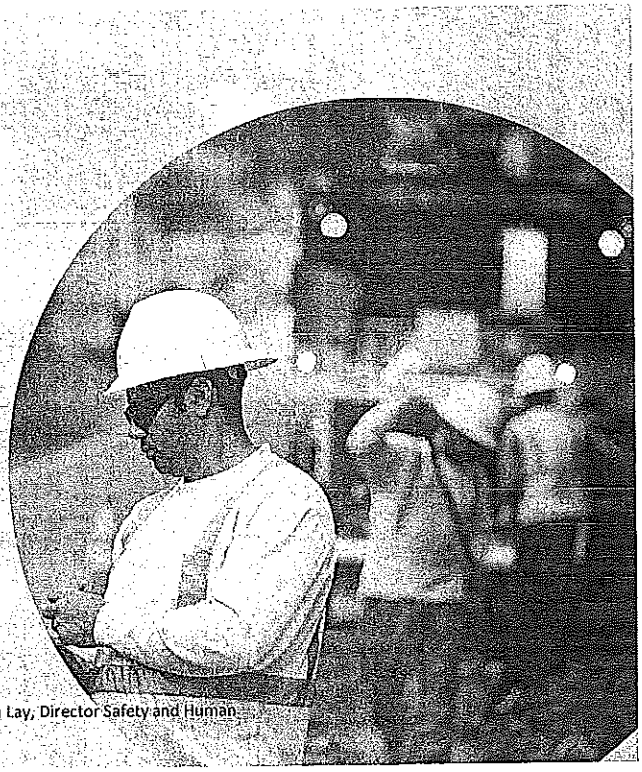
2

error management + adaptive capacity

Adaptive Capacity

Having the flexibility and resources
(time, materials, money, space, knowledge, skills, etc.)
to change the way a person, team, or unit operates

Usually occurs in response to variability and surprise
(i.e., options to respond when your boundaries are challenged)



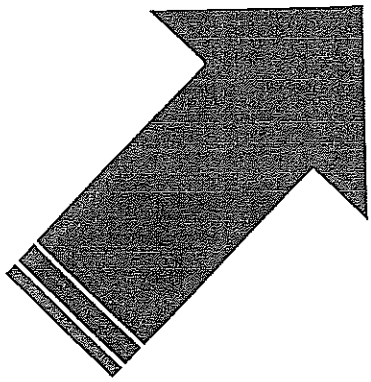
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Our Definition of Human Performance

Building Adaptive Capacity

Operational Excellence

Being in continuous practice to deepen knowledge and enable us to adapt, improvise and overcome



Operational Discipline

Preventing errors we can prevent & keeping non-preventable errors from resulting in serious events

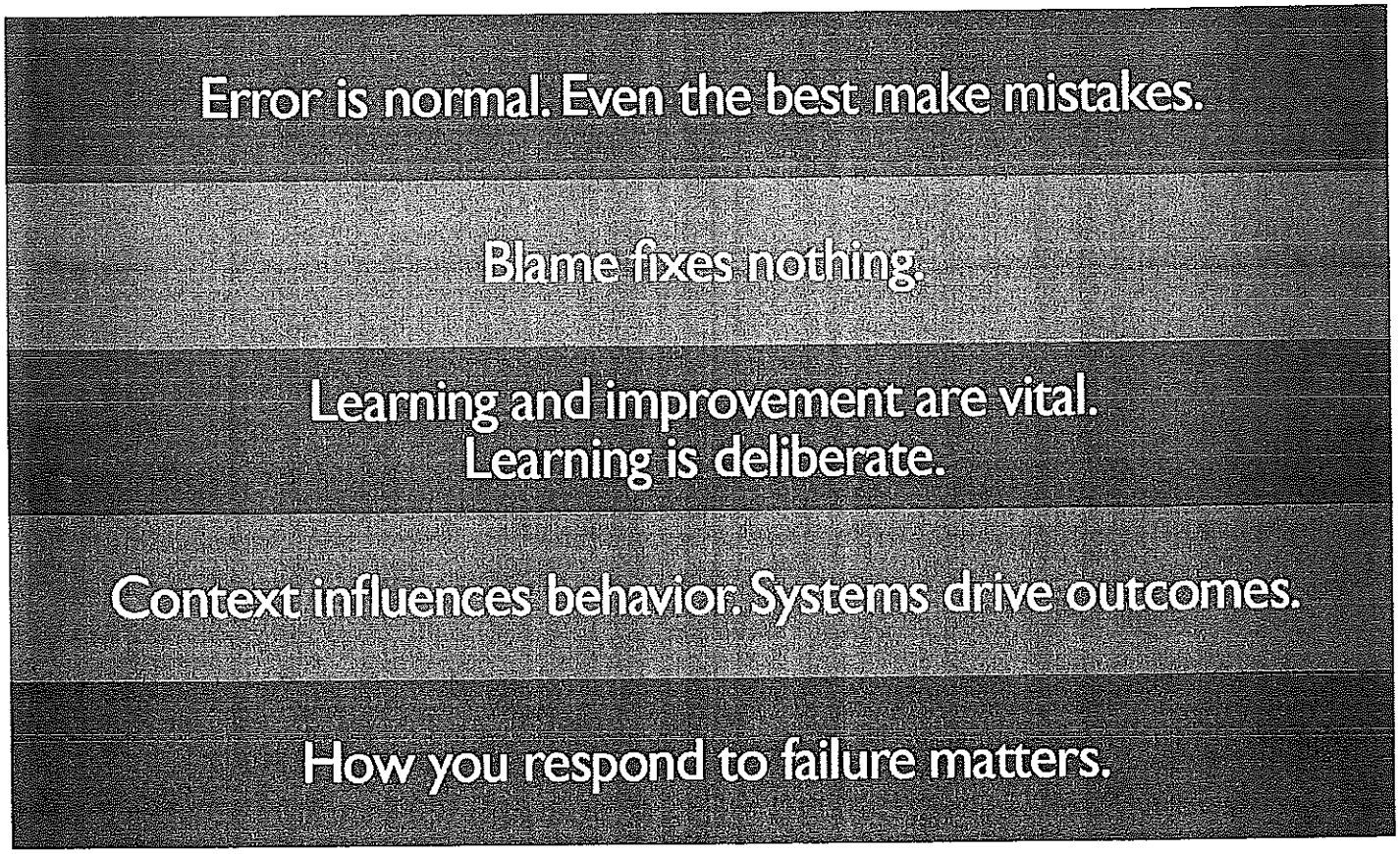
Adhering to Policies & Procedures



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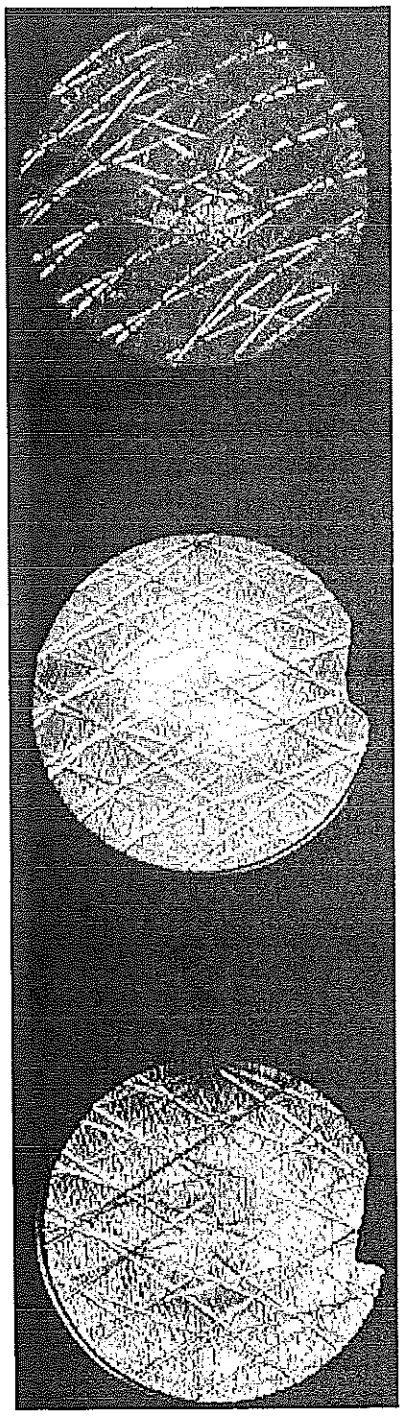
HUMAN PERFORMANCE

FIVE KEY PRINCIPLES



Credit: Todd Conklin

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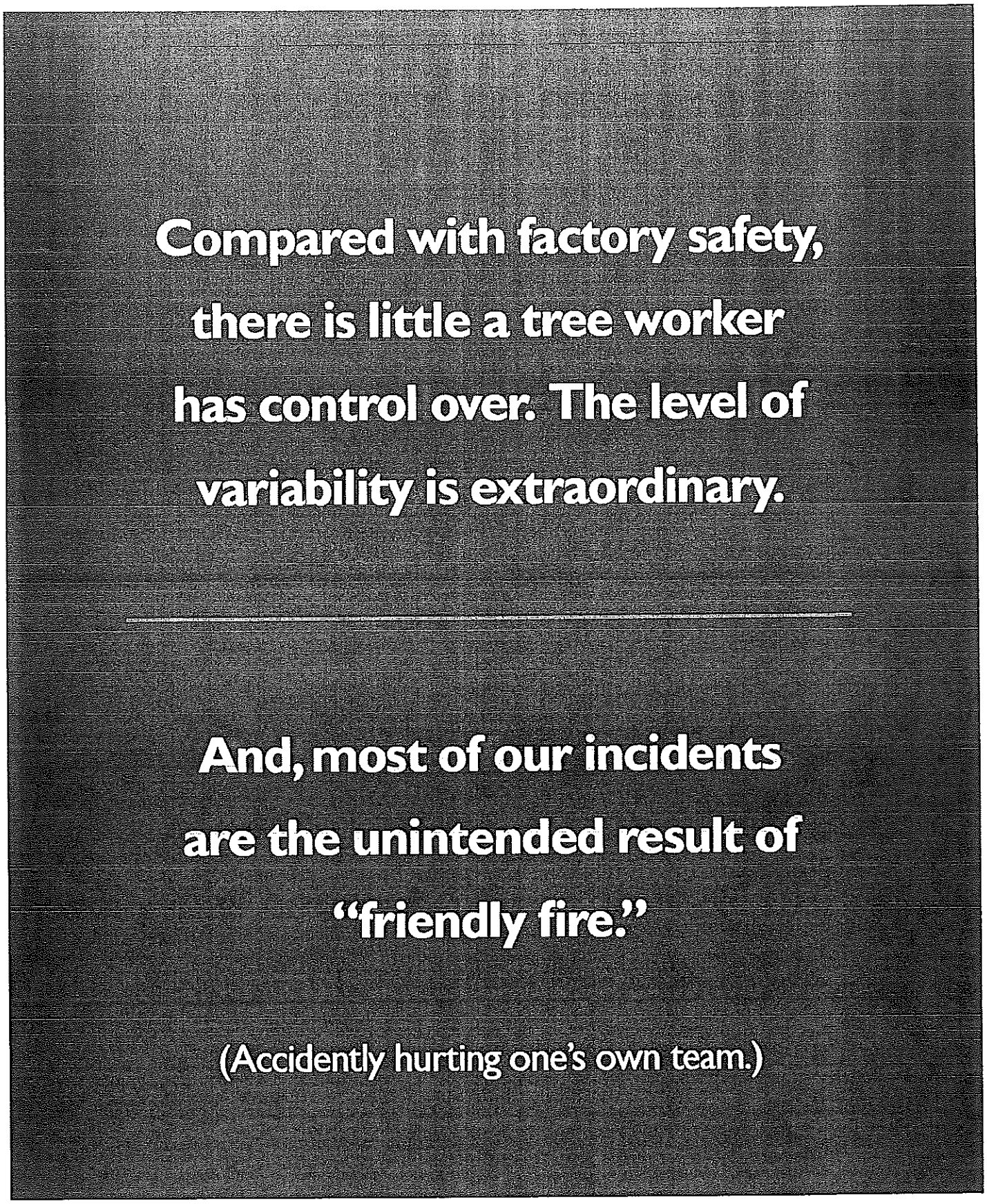


VARIABILITY IS INEVITABLE.

Factors that indicate increased risk:

- Changing phases of work (e.g., making the last cut when others think we're already done)
- Workers are inexperienced or new to the team and don't notice the cues
- It's just before a break or the end of the day
- Something is hung (e.g., limb, piece of tree, saw)
- The tree has a heavy lean or is in poor condition
- Dead or decayed wood is present
- There are heavy vines or entwined canopies
- The crew member is in an awkward position (e.g., bracing to make a cut on an incline)

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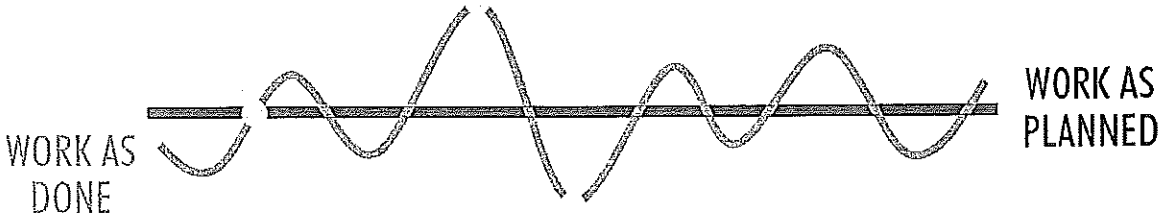

Compared with factory safety, there is little a tree worker has control over. The level of variability is extraordinary.
And, most of our incidents are the unintended result of "friendly fire."
(Accidently hurting one's own team.)

There are 100 ways to take down a tree.

LEARNING FROM WORK AS DONE

Good day: work goes as planned

Great day: work goes better than planned



Work does not go as planned*

Weather, complications, emergent work, etc.

*Work does not go as planned **BUT** most of the time is still successful.

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LEARNING PLAN
AND
EXAMPLE TOOLS & PRACTICES

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Human Performance and New View Safety Learning Plan (began 10/2019)

Safety and Operations team to design and implement a Learning Plan to provide direction and align actions as we go forward in learning about new view safety and human performance.

Strategy: We begin with Human Performance Tools including the safety science and "why" behind each tool, cycling through a focus on our most serious risks. Learning occurs through: leaders teaching those who report to them (cascade), conversations on the corporate safety call, interactive Tactical Tailgate stories during morning meetings, and action-oriented learning via "drill day".

The plan is "learner led", this means opening-up time frames, flexibly, based on where learning is happening and where it's not, with solutions on how to move it. The plan is living / fluid, we've made many adjustments as we've learned what works (ex. stories – but keep stories short, drills) and what doesn't work (ex. external speakers who are academic, quick moving schedule).

We are **practicing human performance tools:**
We are spending a lot of time on **After-Action Reviews** as this tool is critical in shifting culture from "telling" to "learning and thinking".
Serious Injury Potential Close Call Mining (with storytelling coach)
Press Pause – situation awareness tool, uniquely designed for our work, based in current cognitive and safety science

We cycle through these **high-risk types of work and are also guided by SIP close call and incident trending:**
Managing drop zone / avoiding struck-by
Avoiding line of fire
Working safely at elevations
Safe equipment operation

Every week, a team comprised of a regional vice president, safety specialist, and safety manager design and lead us through the Corporate Safety call, policy review, tactical tailgate story, and drill for hands-on learning.

Sample Learning Plan Structure:

	Week 1	Week 2	Week 3	Week 4	Week 5
	Avoiding struck-by/managing drop zone	Avoiding struck-by/managing drop zone	Avoiding line of fire	Avoiding line of fire	Flex week
Mon.	Policy + Tactical Tailgate Story (incident learning)	Safety science + drill	Policy + Tactical Tailgate Story (incident learning)	Safety science + drill	Safety call + Reflect and review, make-up missed stories, hear voice of field
Tues.					
Wed. Drill Day		Drill		Drill	Reflect, review, hear voice of field

Drill Day

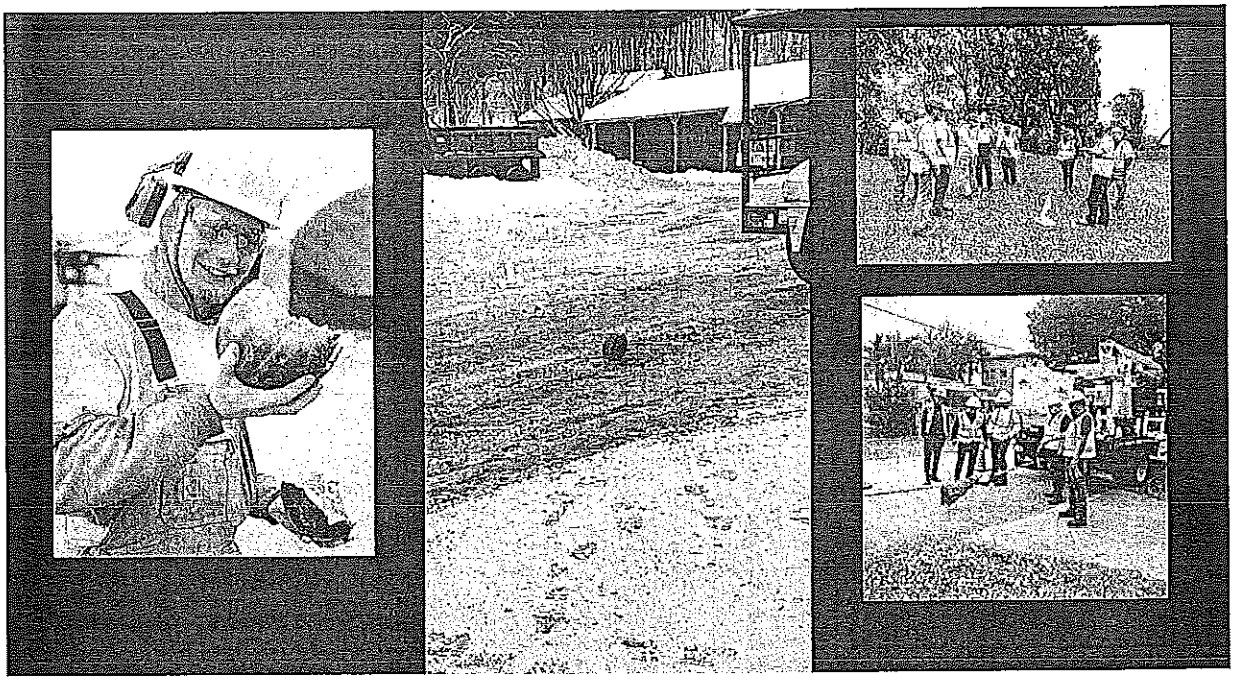
Teams who excel... teams who win...have one thing in common: they practice...a lot. They practice the fundamentals over and over until they become automatic.

Lesson: Don't assume people know how to do the basics the safest, most efficient way.

We are getting back to the basics for our highest risk work in our drills. We are creating the space to practice and discover ways to do things better.

Drill Day helps:

- Discover gaps in our system
- people experience the physicality
- Provide an opportunity for new workers to ask questions and understand the WHY
- Build team relationships
- Work through how to handle variability
- Engage leadership around "work as done"
- Bring safety and operations close together (not delegating safety)



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Stories build collective memory

"We keep having the same incidents over and over"

Why? Relaying the facts—not telling the story!

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Tactical Tailgate Story

LEWIS

Mine 1

- Probe the extremes: (worst, best, first, last, hardest, proudest, scariest)
- Get to the emotion

Craft 2

- Engage the senses
- Build suspense
- Lead quickly with something that matters

Tell 3

- Prepare ahead of time
- Prime the audience to listen for clues
- Share as a conversation

HUMAN PERFORMANCE

Lewis Tree Service Injury: Hair Trimmer Knocking Off Struck by Hat, Tools, Slip Cause Fall Making Observed By: [illegible]

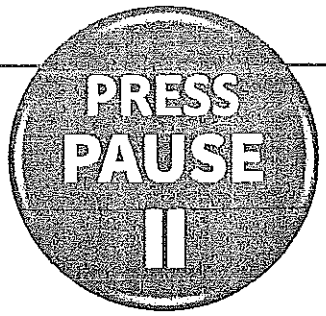
WEEK OF 4 November 2019

The Job	Told from a groundman's perspective. It was hot outside, hotter than it had been for a long time. I had been with the company for about three months and I usually worked with a climbing crew. Today was different - I was with a bucket crew - and I was excited about it because I would get to learn something new. We were given the job information, where we were going and what trees were going to be trimmed, and then we headed to the jobsite. While we were on route, the crew leader and I really hit it off and I was able to have a great conversation with him about what to expect when working with a bucket crew. When we arrived at the jobsite, we did a quick Pre-Job Hazard Survey. We did not spend a lot of time on it though, because we had a lot to get done and needed to get started on the trimming. The crew leader started to trim, and we started making headway, working hard and finishing the spans very quickly. We got to a span where the crew leader could reach multiple trees in one setup. He trimmed one part of the span, and then moved the boom to trim another section. I wanted to hurry up and get the limbs stacked so that they were ready to chip up once we were ready to start chipping.
Questions - STOP and involve all crews in these questions:	• As you are reading, what do you think affected this crew's ability to notice hazards? • Are there any strong or weak signals you see that could lead to a serious injury potential? If so, what would you do? • When doing the PJHS, what is your process to ensure everyone on the team understands and is aware of what is on the PJHS and the work plan?
The Event	I looked up to make sure the crew leader was not trimming anything near me before I entered the Drop Zone, something I was used to doing in order to finish the job faster. After I had checked a few times, I stopped checking to see if it was clear when I went to grab more branches. The trimmer forgot one branch. He boomed back over and made a cut but didn't check to see if it was clear before he let the limb fall; I was still getting brush and was completely unaware of my surroundings. When the trimmer realized I was underneath him, he yelled "Watch Out!" I froze and started to look up, but before I could raise my head all the way the limb hit the front brim of my hard hat. My hard hat flew off my head and I was completely shocked. The limb was thirteen inches in diameter. All I could think was how lucky I had been, seeing the force that the limb hit my hardhat with. My crew leader came down and made sure I was ok by "Yes, I am okay." I said. I thank God that it did not take a horrible accident for me to learn from my mistake, just a close call.
Lessons and Opportunities for Improvement	1. As a Crew leader/ Crew member, what is your responsibility to ensure your crew's safety? 2. At what point in the story would you have called an all stop? Would you have called an all stop? 3. Have you ever had a close call when entering the Drop zone? If so explain: Why did you enter? What was the reason? Was it peer pressure? What lead up to it? As leaders of this discussion, please listen, do not add "I would have done this" or "why didn't he do it this way..." Just listen to what the group has to say and everyone discuss ways to learn and improve.

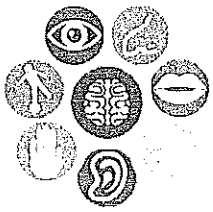


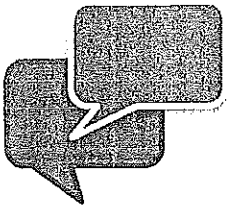
Moises, Safety Specialist

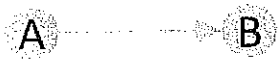
Situation Awareness is Noticing, Understanding and Forecasting.



Situation Awareness is spotting a problem before it happens.







	Pause, **NOTICE** *What is going on around us?*	Pause, **UNDERSTAND** *Assess the scene, what could it mean?*	Pause, **FORECAST** *What could happen next?*
ASK	▪ What are my teammates doing now? ▪ Where are they? ▪ What's making me uneasy? ▪ What can I see: o From aloft? o From the ground? o What can I NOT see? ▪ What do I need to pay close attention to?	▪ What tree/experience/situation is this most like? o What can I learn from that situation to help me here? o What's different? (Remember: risk hides in the differences) ▪ What do I know? o What do I not know? o What else could it be? ▪ Who can I ask to take a look?	▪ What are my teammates going to do next? ▪ Where are they going to be? ▪ Where's the line of fire? o What could hit me? o What could hit my teammates? ▪ How could we be surprised?
DELIBERATE PRACTICES	▪ Scan and focus. ▪ Trust your gut. ▪ Shift perspective. ▪ Look for critical cues and hidden traps.	▪ Get a fresh set of eyes. ▪ Question and challenge. ▪ Probe uncertainty. ▪ Gain varied experiences.	▪ Make actions predictable. ▪ Broadcast intentions. ▪ Have options ready. ▪ Monitor for weak signals.

Scan and Focus. | Focus and Scan. | Scan and Focus. | Focus and Scan. | Scan and Focus. | Focus and Scan.

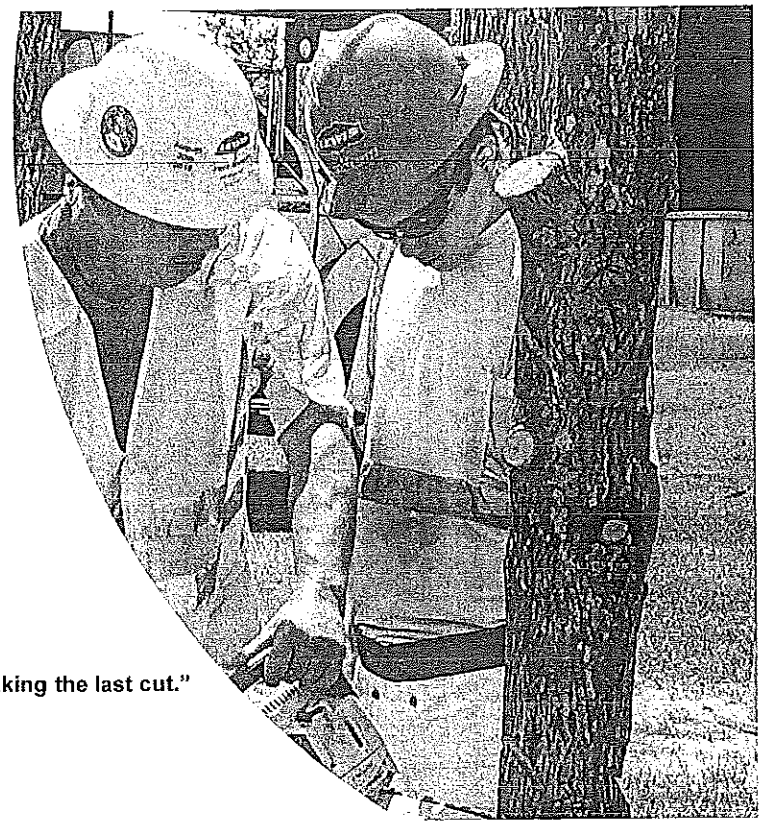
HUMAN PERFORMANCE

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Team Situation Awareness

Make Actions Predictable



Knowing what is going on around us **and with our team:**

- **Noticing** what's going on around us
  - What are my teammates doing now?
  - Where are they?
- **Understanding** what's happening
- **Forecasting** what's next
  - What are my teammates going to do next?
  - Where are they going to be?

Use standard phrases: "All clear . . ."
Communicate when changing phases of work: "I'm making the last cut."
Over communicate with the new guy:
"Stand over there as I make this cut."
Make sure you can hear each other
Imagine work from other points of view

What does it look like from bucket?
What does it look like from ground?
What does it look like from inexperienced spotter?



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FLORIDA MUNICIPAL POWER AGENCY

RFP# 2020-036
October 19, 2023

FMPA Request for Proposal Number 2020-036, Provision of Utility Tree Trimming and Vegetation Management Services, has changed to reflect the following additions, deletions, and/or modifications:

Item No. 1

Addition to the list of Participating Members

City of Mount Dora has been added as a Participating Member to Section 3 of the RFP Document.

Item No. 2

Modification to the pricing structure

Awarded Bidder, Lewis Tree Service, will accept FMPA's specification to price distribution services on a per mile basis. Clarification has been made by Lewis Tree to accept the FMPA per mile price structure; utilizing visual inspections of each Member's location to determine pricing, as each location may differ in density and other factors.

All other aspects of the bid document remain the same.

* * * * * *

ATTACHMENT #1

MEMORANDUM

October 22, 2025

TO: FMPA Members

FROM: Sharon Samuels

SUBJECT: Utility Tree Trimming and Vegetation Management Services
RFP# 2020-036 – Award Extension

****

The FMPA Utility Tree Trimming and Vegetation Management Services Award, originally bid under FMPA RFP# 2020-036, is scheduled to expire October 31, 2025. FMPA contacted the current awarded bidders, ABC Professional Tree Services, Kendall Vegetation Services, and Lewis Tree Service to determine their interest in extending the bid award for an additional year.

All three awarded bidders indicated a desire to extend the award for an additional year. Kendall Vegetation Services and Lewis Tree Service provided a price increase per Section 26 of the terms and conditions section of the bid. It was accepted by the Participating Members.

The Participating Members, ABC Professional Tree Services, Kendall Vegetation Services, and Lewis Tree Service have mutually agreed to extend as indicated above for an additional year.

This award renewal will expire October 31, 2026.

If you have any questions regarding this bid award extension, please contact me at FMPA via the information provided below.

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Master Services Agreement

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

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

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

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

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

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

Section 1. Scope of Services

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

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

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

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

Section 2. Term & Termination

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

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

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

Section 3. Compensation and Payment

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

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

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

Section 4. Independent Contractor Status

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

Section 5. Standard of Care

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

Section 6. Insurance

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

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

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

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

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

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

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

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Section 7. Indemnification

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

Section 8. General Terms and Conditions

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

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

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

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

(e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

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

FLORIDA MUNICIPAL POWER AGENCY	LEWIS TREE SERVICE, INC.
Signature: DocuSigned by: Jacob Williams 30475220FC51407...	Signature:
By: Jacob Williams Gen. Mgr. & CEO	By: Robert A Petrone SVP/CFO

Schedule A

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

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

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

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

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

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

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

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

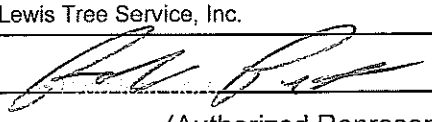
ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number None Dated _____

Number _____ Dated _____

Respectfully submitted:

Company Name: Lewis Tree Service, Inc.

Signature: 

(Authorized Representative)

Robert A. Petrone - CFO/VP

(Type or Print Name of Signer)

Address: 300 Lucius Gordon Drive

West Henrietta, New York 14586

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

Telephone Number:

Toll Free Number: (800) 333-1593

Date: 9/14/2020

FMPA RFP 2020-036
Distribution System Pricing

Contractor Company Name: Lewis Tree Service, Inc.

Authorized Signature: _____ **Date:** 9/14/20

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

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

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

DISTRIBUTION

Distribution System Work To Include Labor, Equipment, Materials and Disposal.	
Description (Higher Vegetation Foliage)	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1], including aerial lift	$ See cover letter
Non-truck Accessible – Climbing Crew Trimming	$ See cover letter
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	$ See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	$ See cover letter
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
Description (Lower Vegetation Foliage)	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1]	$ See cover letter
Mileage Rate for 3-person crew[1], including aerial lift	$ See cover letter
Non-truck Accessible – Climbing Crew Trimming	$ See cover letter
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	$ See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	$ See cover letter
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

If there is an adder price for areas of *extremely* dense foliage, please list cost here (per mile).	$ N/A
If there is an adder price for water ways or other terrain, please list cost here (per mile).	$ N/A

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

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

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

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

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

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

Unable in Zones 2, 3, 4, 5

Mobilization

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

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Hourly Crew Price				

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

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

TRANSMISSION

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

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

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

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

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

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

_____

Mobilization

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

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

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

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

EMERGENCY RESPONSE AND STORM RELATED SERVICES

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

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

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

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

Unable in Zones 2, 3, 4, 5

Mobilization

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

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

Mobilization and Other Charges	
	Unit Price
Travel Rate per Mile	$
Charge if work is cancelled prior to mobilization	$
Charge if work is cancelled after to mobilization	$
Per diem rate if overnight stay is required	$
Other:	$

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

REFERENCES:

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

1. Name: City of Leesburg, Florida

Address: 501 West Meadow Street

Leesburg, Florida 34749

Phone: 352-728-9819

Fax:

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

2. Name: Flint Energies

Address: 3 South Mason Street

Reynolds, Georgia 31076

Phone: 478-847-5124

Fax:

Contact: Jamie Grantham - jgrantham@flintemc.com

3. Name: Duke Energy - Florida

Address: 2166 Palmetto Street

Clearwater, Florida 33765

Phone: 727-893-9702

Fax:

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

COMPLIANCE FORMS

PROPOSER INFORMATION FORM
Exceptions & Clarifications
FMPA RFP 2020-236

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

✓	We TAKE exception as follows:

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

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Robert Petrone - CFO/SVP
Name and Title of Contractor's Authorized Official

9/14/2020
Date

Compliance Declaration

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

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

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Signature of Contractor's Authorized Official

Robert Petrone - CFO/SVP

Name and Title of Contractor's Authorized Official

9/14/20

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

Proposer Lewis Tree Service, Inc.

By _____ Robert Petrone
Signature Printed or Typed Name

Title CFO/SVP

Complete Business Address of Proposer: 300 Lucius Gordon Drive
West Henrietta, New York 14586

State of Incorporation New York

Complete Address of Principal Office 300 Lucius Gordon Drive
West Henrietta, New York 14586

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:
Thomas Meyer
300 Lucius Gordon Drive
West Henrietta, New York 14586

Telephone (800) 333-1593 Fax (____) _____

E-Mail bids@lewistree.com

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

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

STATE OF New York

COUNTY OF Monroe

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

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

2. My relationship to Lewis Tree Service, Inc.
[name of bidder or contractor]
is CFP/SVP
[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 14th day of September, 2020.

_____
Notary Public

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

(Affix Seal)

7-18-21
My Commission Expires

Jenny S Brewster
Type or Printed Name

DISPUTE DISCLOSURE

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

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

YES ☐ NO ☒

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

YES ☐ NO ☒

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

YES ☐ NO ☒

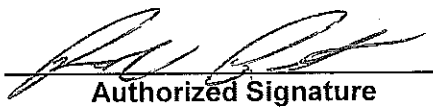
If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

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

Project: FMPA RFP# 2020-236

Lewis Tree Service, Inc.
Firm

9/14/20
Date


Authorized Signature

CFO/SVP
Officer Title

Robert Petrone
Printed or Typed Name

DRUG-FREE WORKPLACE COMPLIANCE FORM

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

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

(Name of business)

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

1. See Published AMPAC Cover Letter - Lewis Tree Service's Request for Clarification on Distribution System Work and Emergency Response & Storm-Related Services pricing

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

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection 1.

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

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

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

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

Signature

Lewis Tree Service, Inc. - Robert Petrone

Name of Proposer

9/14/2020

Date

CERTIFICATE OF LIABILITY INSURANCE

11/1/2020

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667
INSURED 1480476 LEWIS TREE SERVICE, INC. DBA CAROLINA TREE CARE P.O. BOX 1118 CONCORD NC 28026	INSURER B : The Continental Insurance Company	35289
	INSURER C : Indemnity Insurance Co of North America	43575
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16942735 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	HDOG71233224	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 20,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	ISAH25292753	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	6043343632	11/1/2019	11/1/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WLRC66046485(AOS) WLRC66046527(MA)	11/1/2019 11/1/2019	11/1/2020 11/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FLORIDA MUNICIPAL POWER AGENCY IS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON THE GENERAL LIABILITY AND AUTO LIABILITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

16942735
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO FL 32819-9002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Arnello

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3.0 Trimmer

Qualifications:

- A total of twelve months experience working on tree trimming crews or clearing crews.
- Have a valid driver's license, CDL and/or medical certification as required for the vehicle being operated. Have valid First Aid and CPR cards.
- Have a basic knowledge of trees including identification, growth habits and correct arboriculture techniques for the trimming, pruning, repairing, maintaining and removing, as applicable to working in close proximity to energized conductors.
- Know and understand all AOP's that apply to the Advanced Trimmer Trainee description.
- Must successfully complete an Advanced Trimmer Trainee Technical Knowledge & Skills Certification.
- Must have and maintain a Herbicide and Applicators or operations certification and license as required by Lewis Tree Service Policy and state, local and federal law. Must have met all qualifications of Trimmer Trainee.

Nature of duties:

- Performs actual work functions as a Line Clearance Tree Trimmer while under direct supervision of a Crew Leader or a qualified Line Clearance Tree Trimmer. Removal of trees and brush, cleanup and disposal of debris.
- Operation of power equipment, such as trucks, chippers, aerial lifts, power saws, sprayers, use of ladders and hand tools.
- Spraying of brush and stumps, mixing proper application of spray chemicals to prevent damage to desirable vegetation.
- Responsible for the inspection and proper working conditions of all tools and equipment assigned to the worker by the crew leader.
- Safeguards employees and public from hazards in and around the working area. Helps enforce on the job safety practices.
- In addition to the above, performs other duties as required or as assigned.

1.0 Ground person

Qualifications:

- Have valid driver's license, CDL and/or medical certification as required for the vehicle being operated. Must be able to hear, speak and see, with ability to walk one mile or more.
- Must be able to obtain and maintain Herbicide Certification and licensing as required by Lewis Tree Service Policy and state, local and federal laws.
- Must be able to perform physical labor such as lifting a minimum of 50 lbs. to shoulder height or more.
- Must be capable of operating two handed equipment (chain saw, circular saw, etc) and have the physical ability to endure extreme climate variances.
- Must obtain and maintain CPR and First Aid cards.
- Must successfully complete the Ground person Technical Knowledge & Skills Certification.

Nature of Duties:

- Trims and/or removes trees by climbing or with aid of an aerial lift, but only under the direct supervision of a crew leader or qualified line clearance tree trimmer.
- Loads and unloads trucks with logs, brush and debris and/or feeds brush into brush chipper.
- Uses hand lines to lower limbs and equipment.
  Keeps work area picked up and orderly.
- Carries and lays out materials, tools and equipment at work site.
  Use and maintenance of small power tools at ground level.
- Sprays stumps and brush.
- Drives and operates trucks and other equipment as assigned.
- Keeps trucks and other assigned equipment in a neat and orderly fashion. Reports the need for repairs to truck and equipment to crew leader.

- Safeguards employees and public from hazards in and around the working area. Helps enforce on the job safety practices.
- Performs other related work as assigned.

11.0 General Foreman

Qualifications for a general foreman.

- Must have a minimum of four (4) years experience as a Crew Leader.
- Must have a valid drivers license.
- Know, understand, and positively communicate with the public, customers, fellow workers, superiors, and corporate personnel.
- Must demonstrate the ability to effectively communicate with the public, customers, fellow workers, superiors and corporate personnel.
- Well-groomed and properly dressed.
- Understands the hours of service as a General Foreman will exceed that of a Crew Leader classification.
- Have a working knowledge of all equipment associated with line clearance activities.
- Have knowledge of climbing skills and other aspects of electrical line clearance operations, which may include having a pesticide applicator license.
- Must have a thorough knowledge of proper pruning techniques.
- Must be honest, trustworthy, and portray the Company in a positive light.
- Must be extremely safety conscious.
- Must have met all qualifications and nature of duties of a Crew Leader.

Responsibilities

- Visits crews on a minimum of a weekly basis giving guidance, instructions and necessary supplies.
- Supervises Crew Leaders making sure they are fulfilling the Crew Leader qualifications and nature of duties.
- Observes, supports, and gives guidance to Crew Leaders for achieving maximum results in operational priorities.
- Calls on existing customers to assure customer satisfaction.
- Responsible to see that equipment repairs, preventative maintenance, and purchasing policies and procedures are properly followed.
- Works directly with Risk Management Department to ensure all safety procedures are followed and proper safety equipment is being worn.

- Conducts incident analysis directly after incidents occur, working in conjunction with Risk Management guidelines.
- Assist manger in the bidding process.
- Attends internal and external training courses which pertain to improving abilities toward human relations skills, business management and technical aspects of the tree industry.
- Keeps manager informed of crew activities, results, equipment problems, employee and customer concerns.
- Performs other duties as assigned by supervisor.

HUMAN PERFORMANCE

2020 Lewis Tree Services Safety and Human Performance Plan

"We believe learning is key to keeping people safe."

Beth Lay

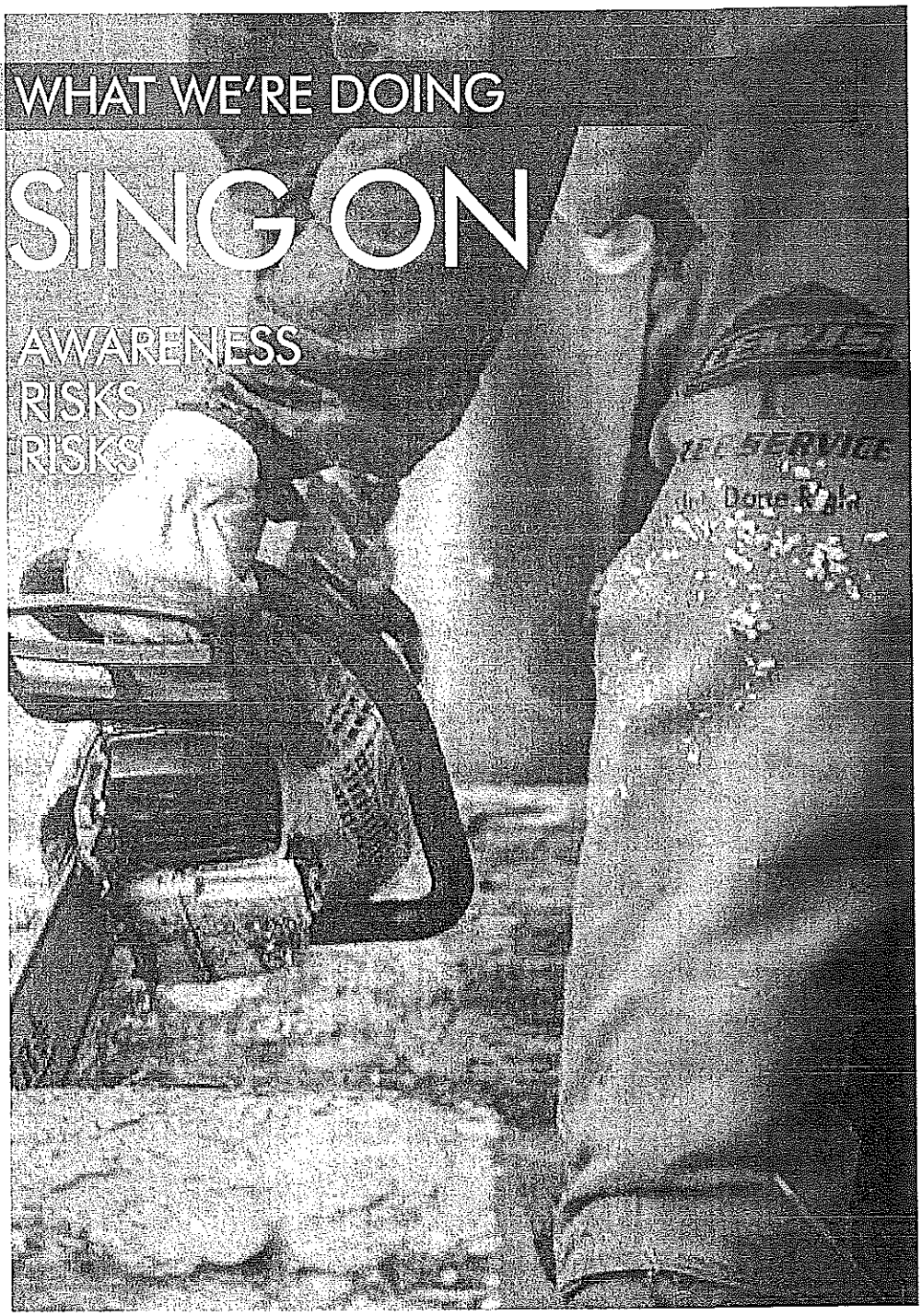
June 2020

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Serious injury potential risks. Promote learning. Act to create safety.

WHAT WE'RE DOING FOCUSING ON

SITUATION AWARENESS
STRUCK-BY RISKS
LINE OF FIRE RISKS



We're breaking our big goal—to reduce Serious Injury Potential (SIP) events—into small parts so we can improve on each and get an even greater overall gain.

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Key actions we take to support and lead our Safety Plan:

1) Field Observations conducted by both safety and operations leadership (mandatory number of observations required)
2) Observation tool is an app that helps us trend data , and push observed risks or violations of our 9 to Know critical behaviors.
3) Dedicated Team of Safety professionals
4) Monday morning incident review call
5) Monday morning Safety Leadership call
6) Tuesday morning significant close call review call.
7) Learning plan (see pg. 17).

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9 to Know

- Maintain Drop Zone
- Use Fall Protection 100% of the time, in lift and climbing
- Maintain Minimum Approach Distance

- 360 Degree Walk Around and Spotter when backing
- Wear Seat Belts
- Establish Work Zone

- No One-Handed Chainsaw Use
- Wear Leg Protection (chaps or chainsaw paints) While cutting on the Ground
- Chipping With Harness On Prohibited

People are a source of success.

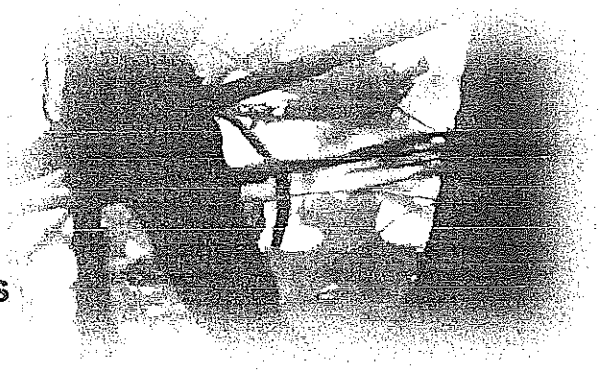
A NEW VIEW OF SAFETY

Learning from Success:
Jobs Done Right



"Stopped and assessed ...get 2nd opinion. ...limbs had pushed phase wires secondaries to be within 3" to 4" from touching. Because we brought in another set of eyes, we discovered that the neutral wire had 2 to 3 strands of wire broken, leaving only a couple of strands holding it together. ...requested an outage."

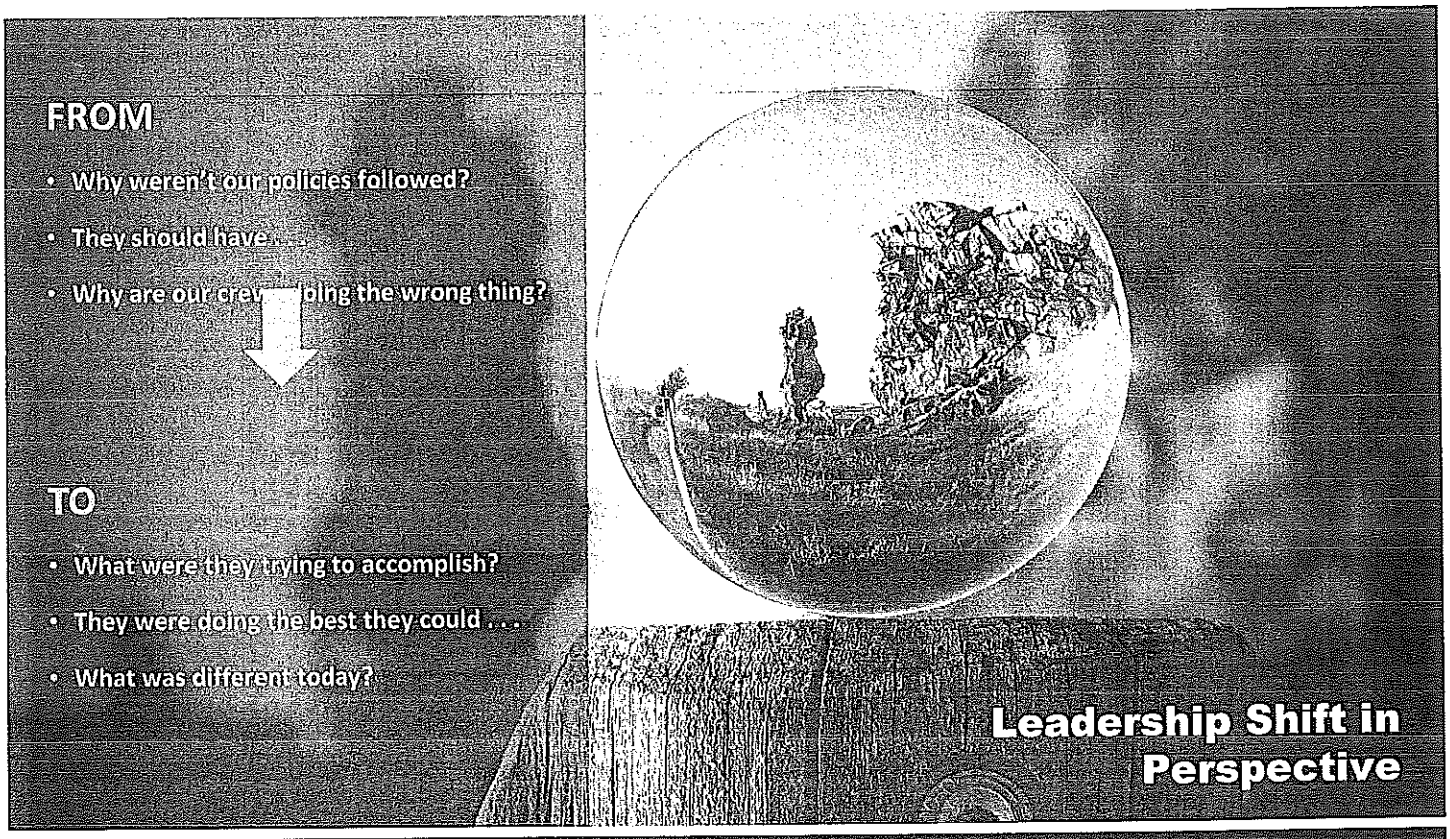
- Noticing weak signals, critical cues, high risk situations, emergent risk.
- Pausing.
- Seeking "fresh set of eyes".
- Asking questions to probe risks.
- Taking actions to lower risks.
- Learning from **After Action Reviews**

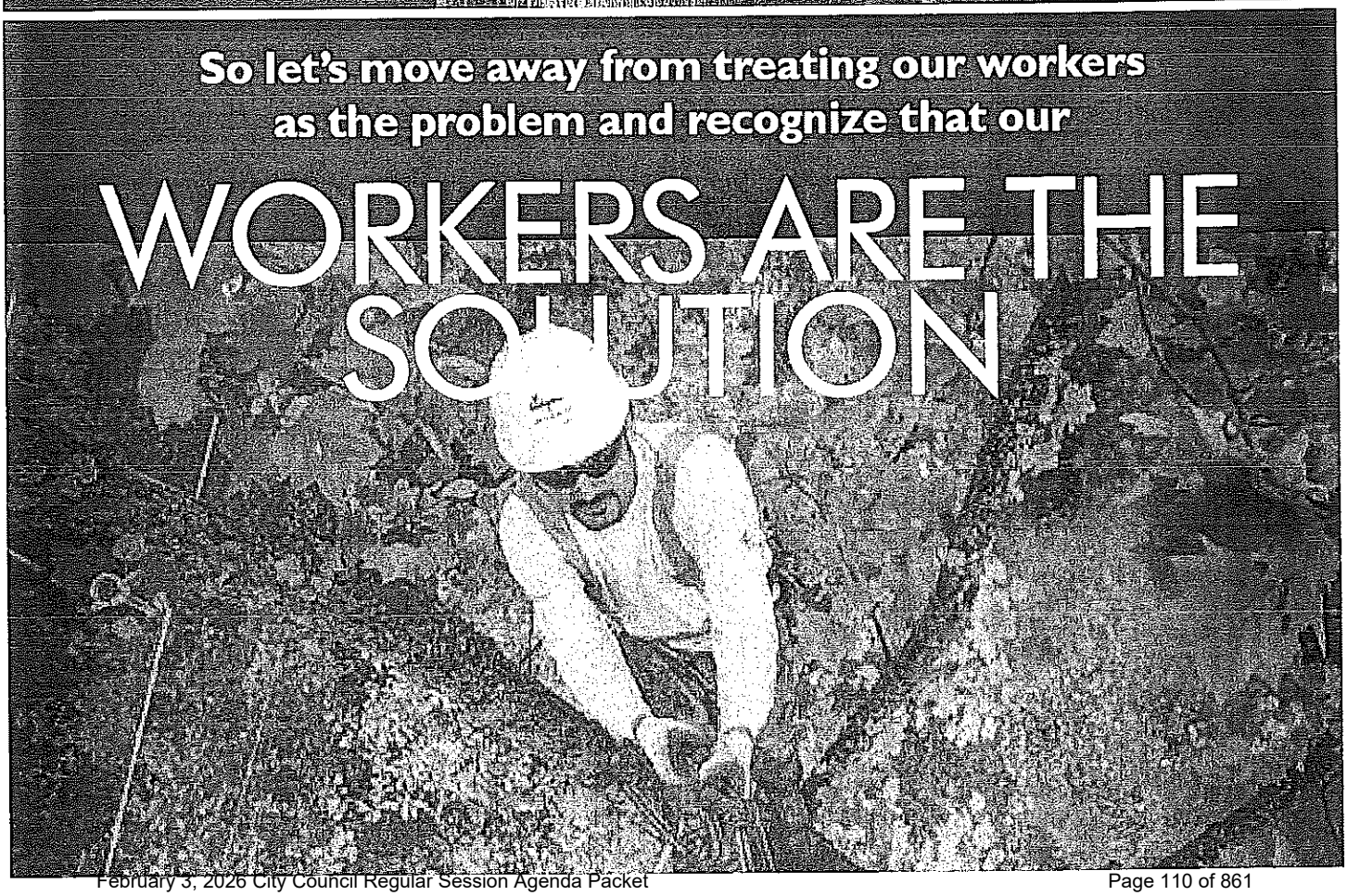


"I believe we are witnessing a change in our safety culture, happening right before of our eyes."

Safety Specialist

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FROM
• Why weren't our policies followed?
• They should have . . .
• Why are our crew doing the wrong thing?
TO
• What were they trying to accomplish?
• They were doing the best they could . . .
• What was different today?
Leadership Shift in Perspective


So let's move away from treating our workers as the problem and recognize that our
WORKERS ARE THE SOLUTION

Line clearance work has extraordinary level of variability.

A NEW VIEW OF HUMAN PERFORMANCE

How Lewis Differs from Traditional HuP

1

safe + reliable + resilient

(Surprise happens.)

How Lewis Differs from Traditional HuP

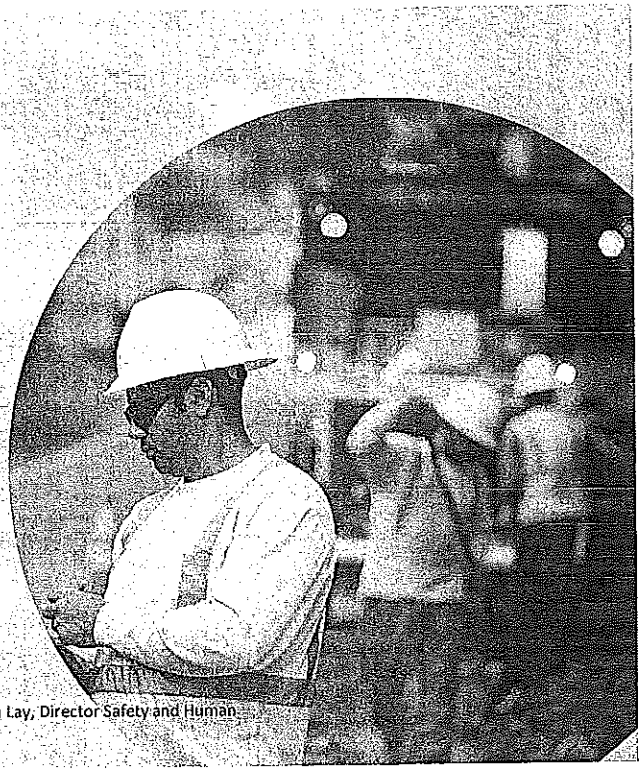
2

error management + adaptive capacity

Adaptive Capacity

Having the flexibility and resources
(time, materials, money, space, knowledge, skills, etc.)
to change the way a person, team, or unit operates

Usually occurs in response to variability and surprise
(i.e., options to respond when your boundaries are challenged)



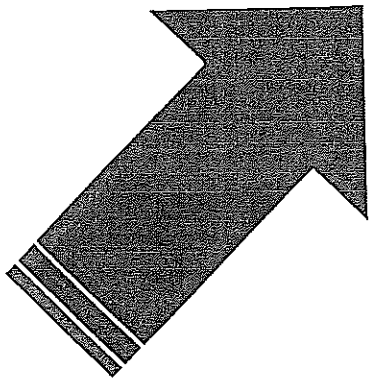
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Our Definition of Human Performance

Building Adaptive Capacity

Operational Excellence

Being in continuous practice to deepen knowledge and enable us to adapt, improvise and overcome



Operational Discipline

Preventing errors we can prevent & keeping non-preventable errors from resulting in serious events

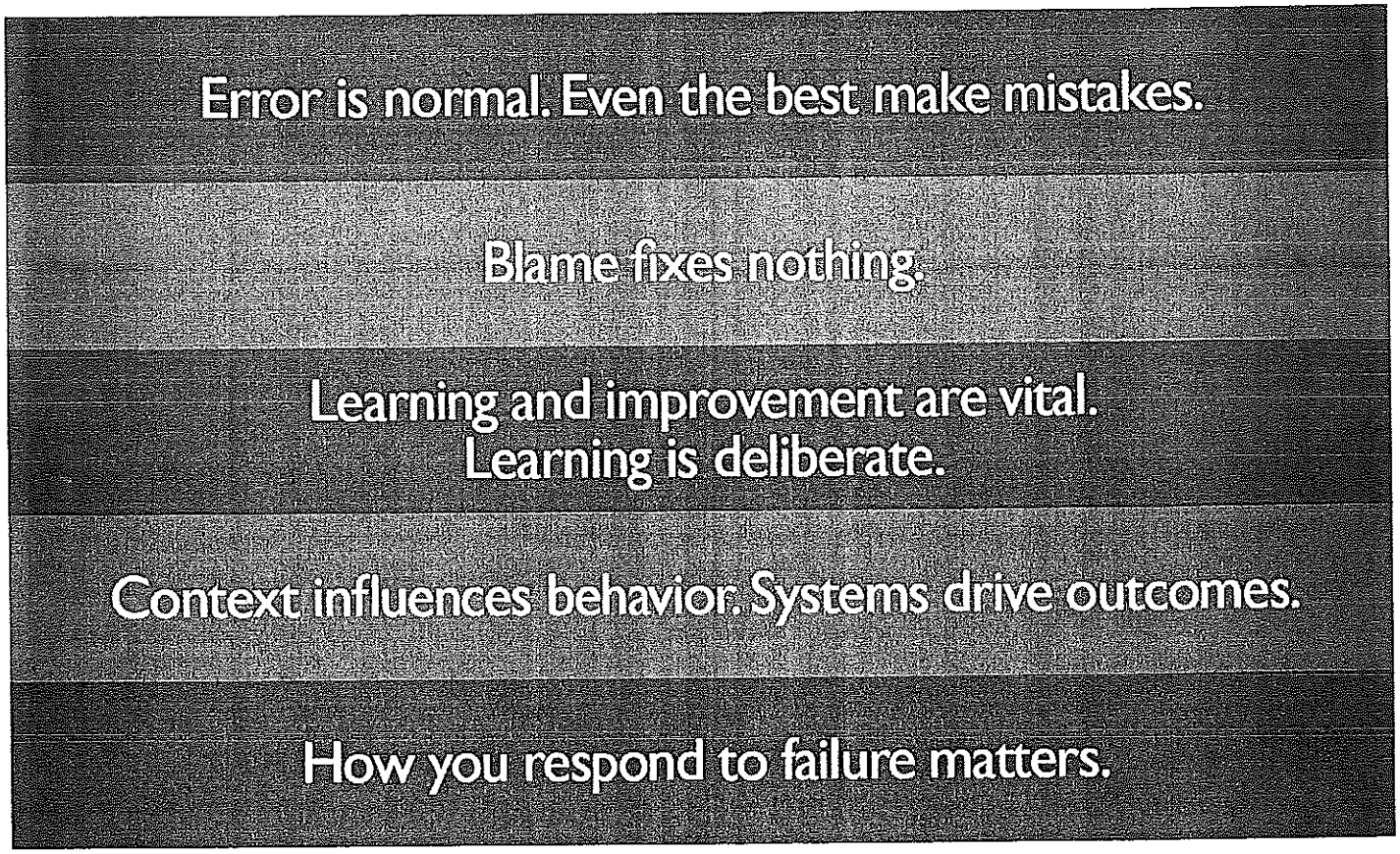
Adhering to Policies & Procedures



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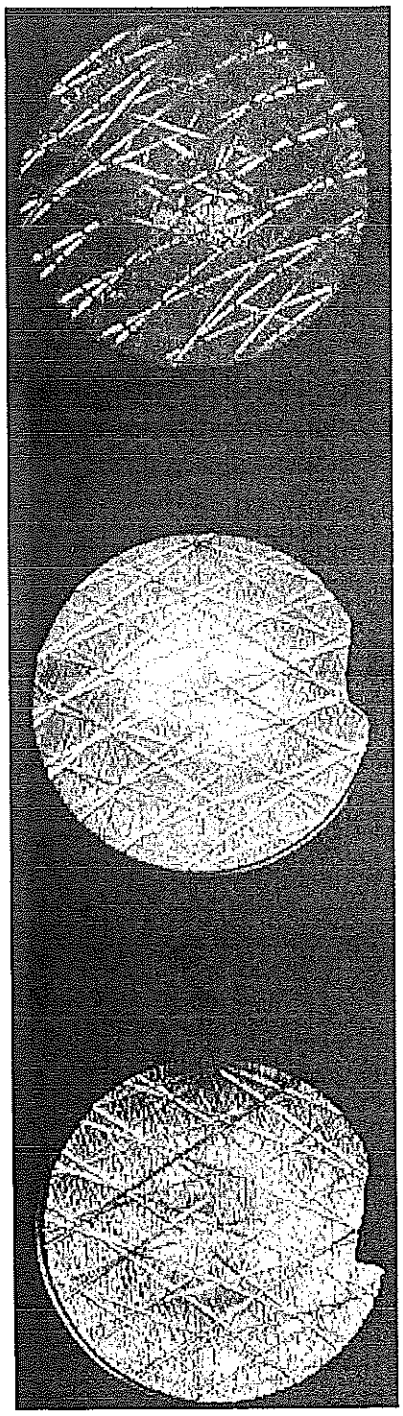
HUMAN PERFORMANCE

FIVE KEY PRINCIPLES



Credit: Todd Conklin

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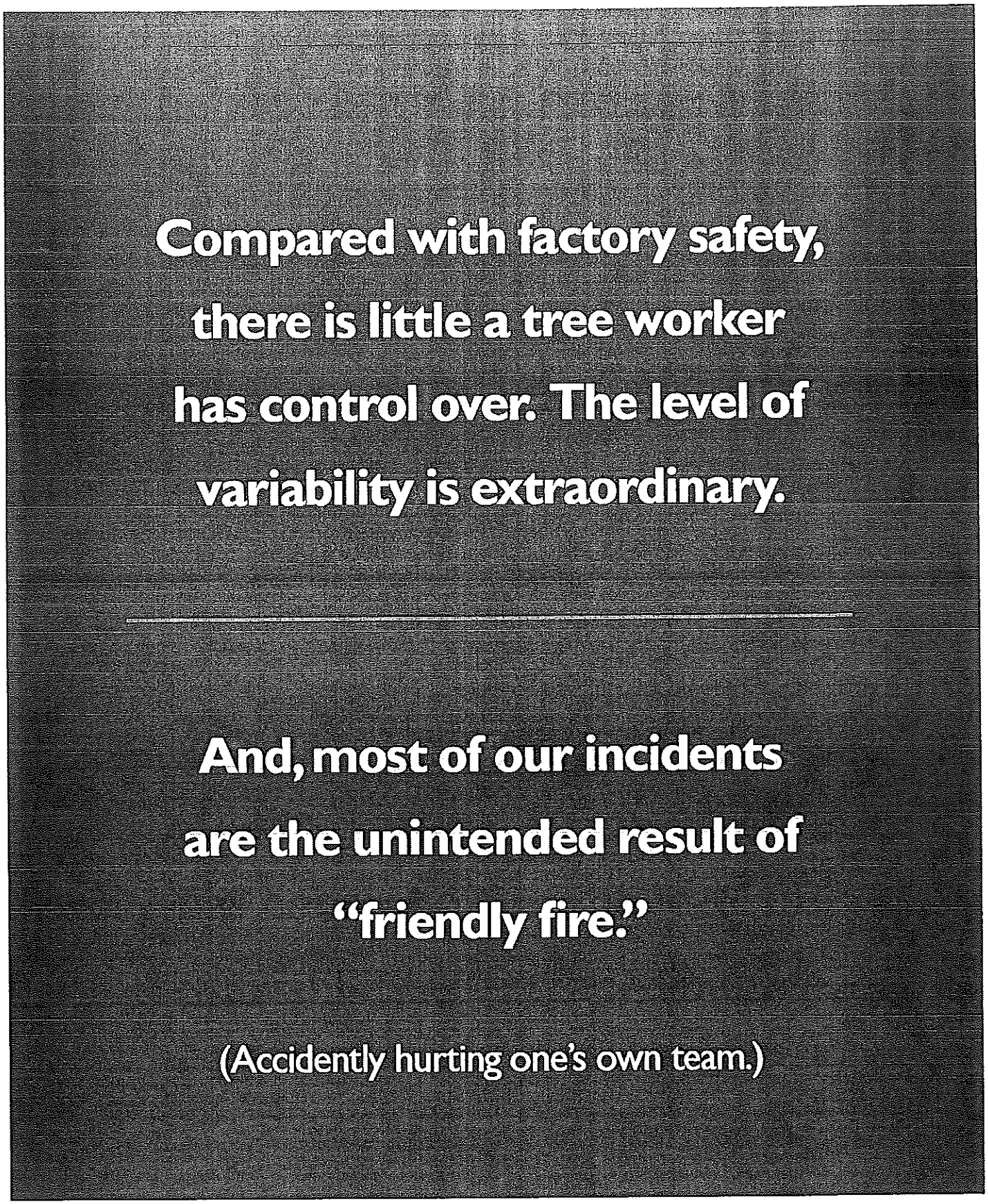


VARIABILITY IS INEVITABLE.

Factors that indicate increased risk:

- Changing phases of work (e.g., making the last cut when others think we're already done)
- Workers are inexperienced or new to the team and don't notice the cues
- It's just before a break or the end of the day
- Something is hung (e.g., limb, piece of tree, saw)
- The tree has a heavy lean or is in poor condition
- Dead or decayed wood is present
- There are heavy vines or entwined canopies
- The crew member is in an awkward position (e.g., bracing to make a cut on an incline)

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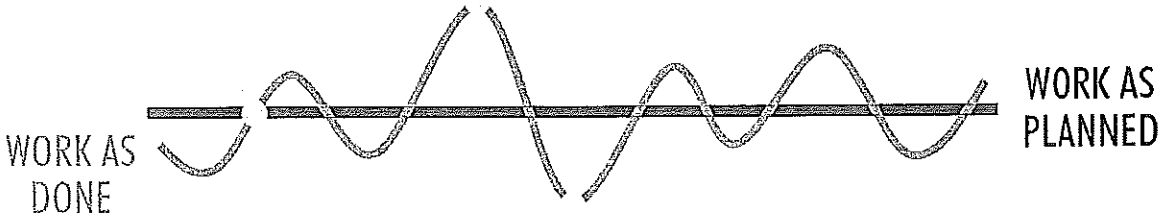

Compared with factory safety, there is little a tree worker has control over. The level of variability is extraordinary.
And, most of our incidents are the unintended result of "friendly fire."
(Accidently hurting one's own team.)

There are 100 ways to take down a tree.

LEARNING FROM WORK AS DONE

Good day: work goes as planned

Great day: work goes better than planned



Work does not go as planned*

Weather, complications, emergent work, etc.

*Work does not go as planned **BUT** most of the time is still successful.

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LEARNING PLAN
AND
EXAMPLE TOOLS & PRACTICES

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Human Performance and New View Safety Learning Plan (began 10/2019)

Safety and Operations team to design and implement a Learning Plan to provide direction and align actions as we go forward in learning about new view safety and human performance.

Strategy: We begin with Human Performance Tools including the safety science and "why" behind each tool, cycling through a focus on our most serious risks. Learning occurs through: leaders teaching those who report to them (cascade), conversations on the corporate safety call, interactive Tactical Tailgate stories during morning meetings, and action-oriented learning via "drill day".

The plan is "learner led", this means opening-up time frames, flexibly, based on where learning is happening and where it's not, with solutions on how to move it. The plan is living / fluid, we've made many adjustments as we've learned what works (ex. stories – but keep stories short, drills) and what doesn't work (ex. external speakers who are academic, quick moving schedule).

We are **practicing human performance tools:**
We are spending a lot of time on **After-Action Reviews** as this tool is critical in shifting culture from "telling" to "learning and thinking".
Serious Injury Potential Close Call Mining (with storytelling coach)
Press Pause – situation awareness tool, uniquely designed for our work, based in current cognitive and safety science

We cycle through these **high-risk types of work and are also guided by SIP close call and incident trending:**
Managing drop zone / avoiding struck-by
Avoiding line of fire
Working safely at elevations
Safe equipment operation

Every week, a team comprised of a regional vice president, safety specialist, and safety manager design and lead us through the Corporate Safety call, policy review, tactical tailgate story, and drill for hands-on learning.

Sample Learning Plan Structure:

	Week 1	Week 2	Week 3	Week 4	Week 5
	Avoiding struck-by/managing drop zone	Avoiding struck-by/managing drop zone	Avoiding line of fire	Avoiding line of fire	Flex week
Mon.	Policy + Tactical Tailgate Story (incident learning)	Safety science + drill	Policy + Tactical Tailgate Story (incident learning)	Safety science + drill	Safety call + Reflect and review, make-up missed stories, hear voice of field
Tues.					
Wed. Drill Day		Drill		Drill	Reflect, review, hear voice of field

Drill Day

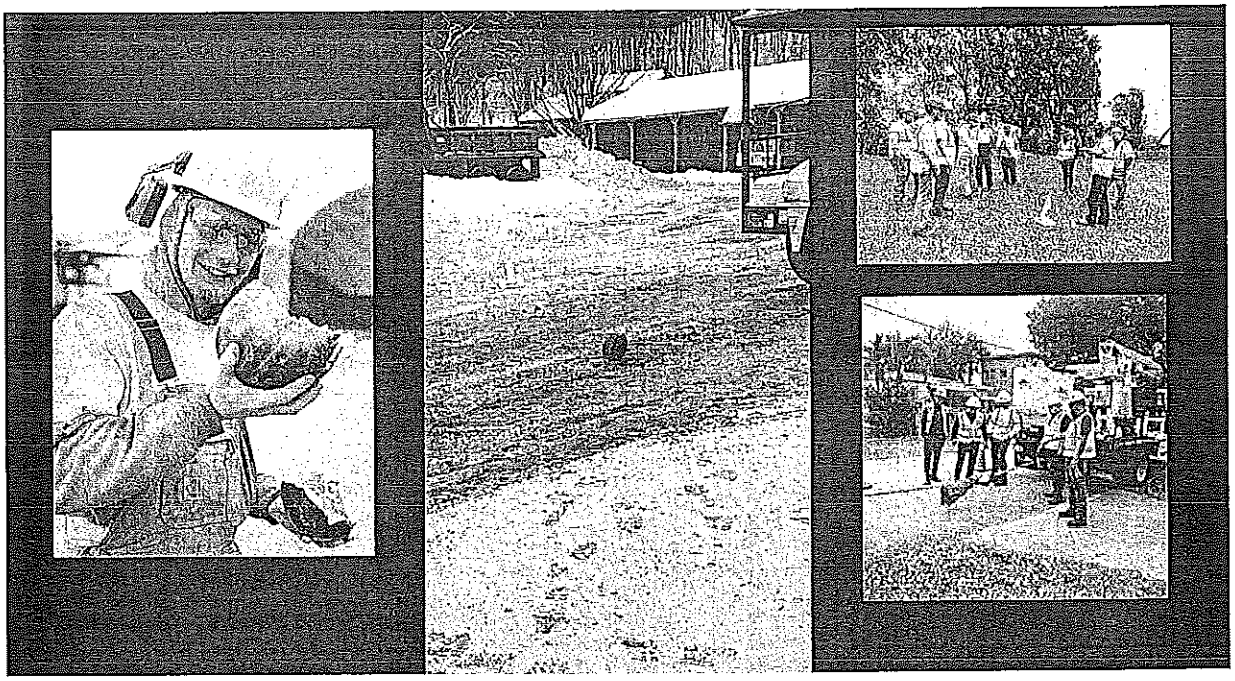
Teams who excel... teams who win...have one thing in common: they practice...a lot. They practice the fundamentals over and over until they become automatic.

Lesson: Don't assume people know how to do the basics the safest, most efficient way.

We are getting back to the basics for our highest risk work in our drills. We are creating the space to practice and discover ways to do things better.

Drill Day helps:

- Discover gaps in our system
- people experience the physicality
- Provide an opportunity for new workers to ask questions and understand the WHY
- Build team relationships
- Work through how to handle variability
- Engage leadership around "work as done"
- Bring safety and operations close together (not delegating safety)



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Stories build collective memory

"We keep having the same incidents over and over"

Why? Relaying the facts—not telling the story!

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Tactical Tailgate Story

LEWIS

Mine 1

- Probe the extremes: (worst, best, first, last, hardest, proudest, scariest)
- Get to the emotion

Craft 2

- Engage the senses
- Build suspense
- Lead quickly with something that matters

Tell 3

- Prepare ahead of time
- Prime the audience to listen for clues
- Share as a conversation

HUMAN PERFORMANCE

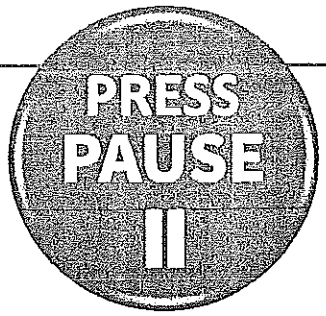
WEEK OF 4 November 2019

The Job	Told from a groundman's perspective. It was hot outside, hotter than it had been for a long time. I had been with the company for about three months and I usually worked with a climbing crew. Today was different - I was with a bucket crew - and I was excited about it because I would get to learn something new. We were given the job information, where we were going and what trees were going to be trimmed, and then we headed to the jobsite. While we were on route, the crew leader and I really hit it off and I was able to have a great conversation with him about what to expect when working with a bucket crew. When we arrived at the jobsite, we did a quick Pre-Job Hazard Survey. We did not spend a lot of time on it though, because we had a lot to get done and needed to get started on the trimming. The crew leader started to trim, and we started making headway, working hard and finishing the spans very quickly. We got to a span where the crew leader could reach multiple trees in one setup. He trimmed one part of the span, and then moved the boom to trim another section. I wanted to hurry up and get the limbs stacked so that they were ready to chip up once we were ready to start chipping.
Questions - STOP and involve all crews in these questions:	• As you are reading, what do you think affected this crew's ability to notice hazards? • Are there any strong or weak signals you see that could lead to a serious injury potential? If so, what would you do? • When doing the PJHS, what is your process to ensure everyone on the team understands and is aware of what is on the PJHS and the work plan?
The Event	I looked up to make sure the crew leader was not trimming anything near me before I entered the Drop Zone, something I was used to doing in order to finish the job faster. After I had checked a few times, I stopped checking to see if it was clear when I went to grab more branches. The trimmer forgot one branch. He boomed back over and made a cut but didn't check to see if it was clear before he let the limb fall; I was still getting brush and was completely unaware of my surroundings. When the trimmer realized I was underneath him, he yelled "Watch Out!" I froze and started to look up, but before I could raise my head all the way the limb hit the front brim of my hard hat. My hard hat flew off my head and I was completely shocked. The limb was thirteen inches in diameter. All I could think was how lucky I had been, seeing the force that the limb hit my hardhat with. My crew leader came down and made sure I was ok by "Yes, I am okay." I said. I thank God that it did not take a horrible accident for me to learn from my mistake, just a close call.
Lessons and Opportunities for Improvement	1. As a Crew leader/ Crew member, what is your responsibility to ensure your crew's safety? 2. At what point in the story would you have called an all stop? Would you have called an all stop? 3. Have you ever had a close call when entering the Drop zone? If so explain: Why did you enter? What was the reason? Was it peer pressure? What lead up to it? As leaders of this discussion, please listen, do not add "I would have done this" or "why didn't he do it this way..." Just listen to what the group has to say and everyone discuss ways to learn and improve.

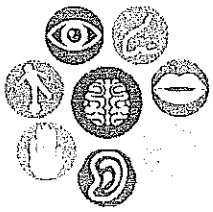


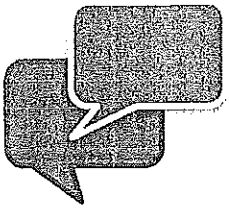
Moises, Safety Specialist

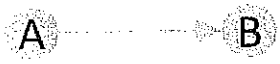
Situation Awareness is Noticing, Understanding and Forecasting.



Situation Awareness is spotting a problem before it happens.







	Pause, **NOTICE** *What is going on around us?*	Pause, **UNDERSTAND** *Assess the scene, what could it mean?*	Pause, **FORECAST** *What could happen next?*
ASK	▪ What are my teammates doing now? ▪ Where are they? ▪ What's making me uneasy? ▪ What can I see: o From aloft? o From the ground? o What can I NOT see? ▪ What do I need to pay close attention to?	▪ What tree/experience/situation is this most like? o What can I learn from that situation to help me here? o What's different? (Remember: risk hides in the differences) ▪ What do I know? o What do I not know? o What else could it be? ▪ Who can I ask to take a look?	▪ What are my teammates going to do next? ▪ Where are they going to be? ▪ Where's the line of fire? o What could hit me? o What could hit my teammates? ▪ How could we be surprised?
DELIBERATE PRACTICES	▪ Scan and focus. ▪ Trust your gut. ▪ Shift perspective. ▪ Look for critical cues and hidden traps.	▪ Get a fresh set of eyes. ▪ Question and challenge. ▪ Probe uncertainty. ▪ Gain varied experiences.	▪ Make actions predictable. ▪ Broadcast intentions. ▪ Have options ready. ▪ Monitor for weak signals.

Scan and Focus. | Focus and Scan. | Scan and Focus. | Focus and Scan. | Scan and Focus. | Focus and Scan.

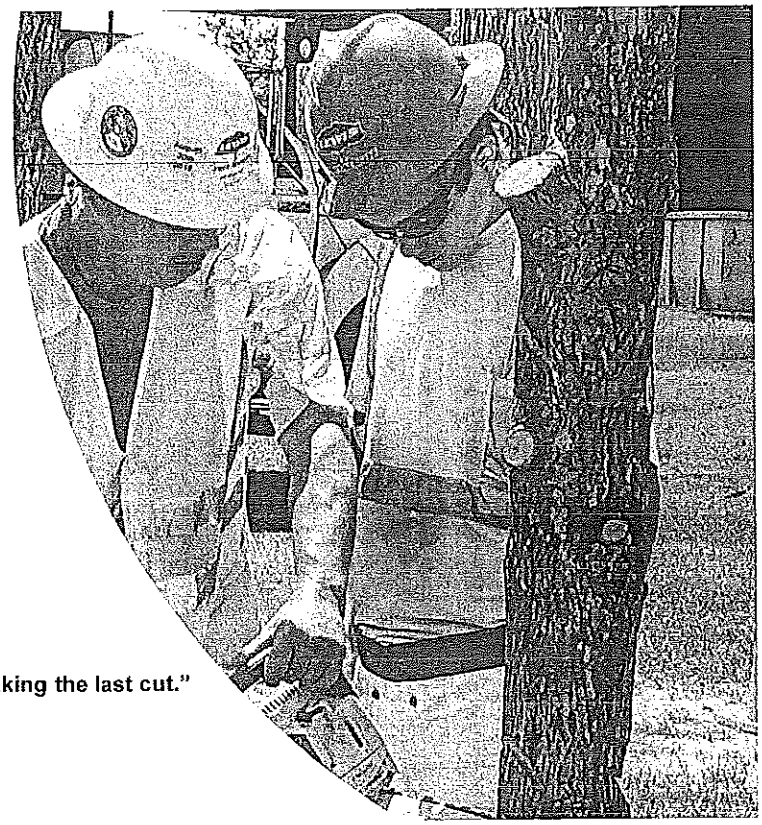
HUMAN PERFORMANCE

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Team Situation Awareness

Make Actions Predictable



Knowing what is going on around us **and with our team:**

- **Noticing** what's going on around us
  - What are my teammates doing now?
  - Where are they?
- **Understanding** what's happening
- **Forecasting** what's next
  - What are my teammates going to do next?
  - Where are they going to be?

Use standard phrases: "All clear . . ."
Communicate when changing phases of work: "I'm making the last cut."
Over communicate with the new guy:
"Stand over there as I make this cut."
Make sure you can hear each other
Imagine work from other points of view

What does it look like from bucket?
What does it look like from ground?
What does it look like from inexperienced spotter?



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FLORIDA MUNICIPAL POWER AGENCY

RFP# 2020-036
October 19, 2023

FMPA Request for Proposal Number 2020-036, Provision of Utility Tree Trimming and Vegetation Management Services, has changed to reflect the following additions, deletions, and/or modifications:

Item No. 1

Addition to the list of Participating Members

City of Mount Dora has been added as a Participating Member to Section 3 of the RFP Document.

Item No. 2

Modification to the pricing structure

Awarded Bidder, Lewis Tree Service, will accept FMPA's specification to price distribution services on a per mile basis. Clarification has been made by Lewis Tree to accept the FMPA per mile price structure; utilizing visual inspections of each Member's location to determine pricing, as each location may differ in density and other factors.

All other aspects of the bid document remain the same.

* * * * * *

MEMORANDUM

October 22, 2025

TO: FMPA Members

FROM: Sharon Samuels

SUBJECT: Utility Tree Trimming and Vegetation Management Services
RFP# 2020-036 – Award Extension

****

The FMPA Utility Tree Trimming and Vegetation Management Services Award, originally bid under FMPA RFP# 2020-036, is scheduled to expire October 31, 2025. FMPA contacted the current awarded bidders, ABC Professional Tree Services, Kendall Vegetation Services, and Lewis Tree Service to determine their interest in extending the bid award for an additional year.

All three awarded bidders indicated a desire to extend the award for an additional year. Kendall Vegetation Services and Lewis Tree Service provided a price increase per Section 26 of the terms and conditions section of the bid. It was accepted by the Participating Members.

The Participating Members, ABC Professional Tree Services, Kendall Vegetation Services, and Lewis Tree Service have mutually agreed to extend as indicated above for an additional year.

This award renewal will expire October 31, 2026.

If you have any questions regarding this bid award extension, please contact me at FMPA via the information provided below.

KENDALL
VEGETATION SERVICES

August 27, 2025

W. A. Kendall and Company, LLC (dba Kendall Vegetation Services) would like to submit our rates in support of the FMPA contract extension.

Please find attached our rates for STORM RESTORATION WORK. You will see current terms and types of manpower and equipment normally provided along with hourly rates.

Overtime will be billed for any time worked outside of 7:00 a.m. to 3:00 p.m. Monday through Friday, for any time over forty hours per week including hours worked on another utility system. Double time will be charged for holidays. The pay period begins Sunday and ends on Saturday. There will be no time charged for equipment left behind.

Off-system crews and equipment will be billed hourly for travel time to and from the storm area. In addition, a mobilization mileage fee will be charged at $2.00 per mile for dual wheel trucks and $1.00 per mile for pickups. The lowboy charge will be $4.50 per loaded mile. Standby time will be billed at the same rates as on-site work as listed above including Labor and Equipment. Any applicable overtime charges will apply.

Room and Board:

- Mobilization – Travel to and from storm area will be charged at the rate of $155.00 per day per man or $45.00 per day per man for meals only.
- On Site – Room and board provided by your company, there is no additional charge.

We have the capability of providing these crews immediately depending on your needs or circumstances of the storm. All personnel dispatched to storm have received certified line clearance training.

Sincerely,

Kurt W. Goodman
President

2736 Meadow Church Rd
Duluth, GA 30097
(770) 963-6017
www.kendallco.net

2025 OFF-SYSTEM STORM RESTORATION PRICING

LABOR				EQUIPMENT	
Description	**Hourly Price**	**Overtime Price**		**Description**	**Hourly Price**
Supervisor	$ 86.21	$ 129.32		Aerial Lift-55Ft. 2WD	$ 39.93
General Foreman	$ 80.31	$ 120.46		Aerial Lift-70Ft. 2WD	$ 51.97
Crew Leader	$ 70.86	$ 106.29		Aerial Lift-55Ft. 4WD	$ 46.41
Bucket Operator	$ 59.05	$ 88.57		Aerial Lift-70Ft. 4WD	$ 58.46
Climber	$ 64.95	$ 97.43		Aerial Lift-100Ft. 4WD	$ 118.45
Equipment Operator	$ 62.59	$ 93.89		Backyard Bucket Truck	$ 61.29
Laborer	$ 42.52	$ 63.77		Squirt Boom	$ 36.16
Mechanic (on site)	$ 90.23	$ 135.34		Chip Truck 2WD	$ 30.06
Safety Manager	$ 80.31	$ 120.46		Chip Truck 4WD	$ 36.54
Lowboy Driver	$ 80.31	$ 120.46		Jarraff	$ 94.66
				GeoBoy Mower	$ 94.66
				Tractor & Bushhog	$ 76.03
				12" Chipper	$ 14.59
				15" Chipper	$ 22.22
				18" Chipper	$ 29.24
				Pickup Truck 2WD	$ 23.26
				Pickup Truck 4WD	$ 28.13
				4 dr Crew cab Truck - 2WD	$ 28.13
				4 dr Crew cab Truck - 4WD	$ 33.14
				Power saw	$ 2.32
				Lowboy	$ 125.82
				Compact Track Loader (Skid Steer)	$ 75.14
				Dingo (Mini-Skidsteer)	$ 28.84
				Pull Truck and Trailer	$ 34.85
				Log Truck	$ 83.49
				Mechanic Truck	$ 72.95
				Trailer	$ 10.56

Distribution System Work To Include Labor, Equipment, Materials and Disposal	
Description (Higher Vegetation Foliage)	Unit Price (per mile)
Mileage Rate for 3-person crew, including aerial lift	See cover letter
Non-truck Accessible – Climbing Crew Trimming	See cover letter
Truck Accessible Street Access 3-person crew – w/ aerial lift	See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	See cover letter
For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
Description (Lower Vegetation Foliage)	Unit Price (per mile)
Mileage Rate for 3-person crew	See cover letter
Mileage Rate for 3-person crew, including aerial lift	See cover letter
Non-truck Accessible – Climbing Crew Trimming	See cover letter
Truck Accessible Street Access 3-person crew – w/ aerial lift	See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	See cover letter
For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

If there is an adder price for areas of *extremely* dense foilage, please list cost here (per mile)	N/A
If there is an adder price for water ways or other terrain, please list cost here (per mile)	N/A

Distribution System Work To Include Labor, Equipment, Materials and Disposal	
Diameter Breast Height	Unit Price (per tree)
0” to 6”	$ 237.35
6” to 8”	$ 250.46
9” to 18”	$ 1,153.26
19” to 24”	$ 2,178.37
24+”	Hourly
Tree Stump Grinding	$ 190.08

Chemical Application Pricing	
	Unit Price
Low Vol Backpack Foliar (Per acre)	$ 222.60
Basal Treatment (Per acre)	$ 264.00
Soil Injection	$ 241.20

Equipment			
Item	Unit Price	Item	Unit Price
Aerial Lift	$ 25.89	All Terrain Tree Trimmer	$ 82.90
Chipper	$ 7.54	Lift Truck-mileage	$ 1.91
Power Saw	$ 1.65	Pickup Truck-mileage	$ 1.43
Back Yard Lift	$ 28.60	Truck Left Behind	$ 13.44
Trailer	$ 4.53	Chipper Left Behind	$ 4.73
Split Dump	$ 14.53	Weed Eater	$ 1.65
Pole Power Saw	$ 1.65	Prentice Loader	$ 66.17
Full-size Pick-up	$ 13.44	Heavy Brush Cutter	$ 108.35
4WD Pick-up	$16.32	Stump Grinder	$ 29.35
Tractor	$ 30.67	Off-Road Aerial Lift	$ 27.01
Bush Hog	$ 66.17		

Hourly Labor Rates				
	Standard Rate	Overtime Rate	Other Rate If applicable _____	Other Rate If applicable _____
Tree Trimmer	$ 43.25	$58.39		
Groundsman	$ 37.73	$50.94		
Supervisor	$ 93.25	$125.88		
General Foreman	$ 67.65	$ 91.33		
Climber	$ 51.55	$ 69.60		
Mowing Grounds Person	$ 51.55	$ 69.60		
Spray Technician	$ 51.55	$ 69.60		
Other: Crew Foreman	$ 51.55	$ 69.60		
Other				
Certified Arborist	$ 67.65	$ 91.33		
In Reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here. Unable in Zones 2, 3, 4, 5				
Mobilization Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see map).				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Hourly Crew Price				

Mobilization and Other Charges	
	Unit Price
Charge if work is cancelled prior to mobilization	Hourly Rate x 4 Hours
Charge if work is cancelled after mobilization	Hourly Rate x 8 Hours
Per diem rate if overnight stay is required	$ 112.50
Charge if there is adder for Call-Out work	N/A

Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

To: FMPA Members

From: Sharon Samuels

Date: September 30, 2020

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

****

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

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

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

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

Below is the contact information for the awarded bidders:

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

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

cc: Bidders

FMPA
UTILITY TREE TRIMMING & VEGETATION MANAGEMENT SERVICES BID
FMPA RFP# 2020-036

Bidders Exceptions and Clarifications - *Revised*

ABC Professional Tree Services

- ABC Professional Tree Serv. took the following exceptions:
  - Exception to per mile pricing; prices will be based on Time & Materials; in some cases with a 20% adder. *Please note this is in conflict with FEMA requirements; FMPA will, however, add a Not to Exceed clause to the agreement, which is acceptable to FEMA when using Time & Materials contracts. To meet FEMA requirements, Participating Members, must indicate a Not To Exceed amount in their purchase order.*

Kendall Vegetation Services

- Will provide Storm Related Services only; no scheduled Distribution or Transmission Work.
- Kendall made the following clarifications:
  - Overtime will be billed for anytime outside of 7am to 3pm, Monday through Friday, for anytime over forty hours per week including hours worked on another utility system. FMPA received this explanation "If we work Monday, Tuesday, and Wednesday for our client, and then get called to service FMPA Member for storm work. The 30 hours we worked for our client count toward the overtime threshold for that week. So our crews would be on overtime with FMPA Member after working 10 hours."
  - Travel time will be billed to and from the storm area.
  - Mobilization fee will be charged at $2.00 per mile for dual wheel trucks and $1.00 per mile for pickups.
  - Mobilization for crews will include travel to and from the storm area and charged at a rate of $135 per day per man or $40 per day per man for meals only.
  - Standby time will be billed at same rates as on-site work (labor and equipment rates)
  - On-Site – Room and board, provided by the utility, will be no additional charge.
- Took the following exceptions:
  - Exception to per mile pricing; prices will be based on Time & Materials. *Please note this is in conflict with FEMA requirements; FMPA will, however, add a Not to Exceed clause to the agreement, which is acceptable to FEMA when using Time & Materials contracts. To meet FEMA requirements, Participating Members, must indicate a Not To Exceed amount in their purchase order.*
  - Price adjustment schedule – Kendall proposed adjusting pricing annually by CPI, rather than adjusting after the third year of the agreement.

Lewis Tree Service, Inc.

- Will provide service to Zone 1 only (covers Jacksonville Bch to Bushnell).
- Will provide Distribution and Storm Related Services only; no Transmission Work.
- Lewis Tree made the following clarifications
  - Per mile pricing is determined by visually inspecting the work and considering all variables. Without having the opportunity, pricing is likely to be overly conservative to protect the bidder and results in being more costly to the utility. As such, Lewis Tree took exception to pricing structure.

- Some utilities are on an established trimming cycle and some are not. Not knowing the vegetation conditions makes it difficult to provide per mile pricing.
- Hourly crew prices will be determined by using distribution hourly pricing and equipment rates. Crew composition will be agreed upon between Lewis Tree and Participating Member.

- Lewis Tree took the following exceptions:
  - Exception to per mile pricing; prices will be based on hourly labor rates and equipment.
  - Emergency/Storm Response pricing will be based on hourly time and equipment rates. *Please note this is in conflict with FEMA requirements; FMPA will, however, add a Not to Exceed clause to the agreement, which is acceptable to FEMA when using Time & Materials contracts. To meet FEMA requirements, Participating Members, must indicate a Not To Exceed amount in their purchase order.*
  - Crew Size – FMPA list crew size as 3 individuals; Bidder states crew size is based on scope of work as agreed by Participating Member.
  - Exceptions to FMPA Master Services Agreement as follows:
    - Add the following paraphrased paragraph – Contractor shall not be required to handle, store, transport, apply, or dispose of any product containing N-(phosphonomethyl) glycine (or "Glyphosate") or any of its chemical derivatives as part of its performance obligations under this agreement.
  - Took exception to indemnity clause and provided alternate language.
  - Delete Paragraph 33 – Liquidated Damages

DISTRIBUTION

Distribution System Work Includes Labor, Equipment, Materials and Disposal.			
Description (Higher Vegetation Foliage)	**ABC Prof. Tree Serv.** **Unit Price** (per mile)	**Kendall Vegetation** **Unit Price** (per mile)	**Lewis Tree** **Unit Price** (per mile)
Mileage Rate for 3-person crew[1], including aerial lift	Time & Equipment	No Bid	Time & Equipment
Non-truck Accessible – Climbing Crew Trimming	Time & Equipment	No Bid	Time & Equipment
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	Time & Equipment	No Bid	Time & Equipment
Limited Access (Not Maintained Roadway) w/ Crew	Time & Equipment	No Bid	Time & Equipment
(Lower Vegetation Foliage)	(per mile)	(per mile)	(per mile)
Mileage Rate for 3-person crew[1]	Time & Equipment	No Bid	Time & Equipment
Mileage Rate for 3-person crew[1], including aerial lift	Time & Equipment	No Bid	Time & Equipment
Non-truck Accessible – Climbing Crew Trimming	Time & Equipment	No Bid	Time & Equipment
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	Time & Equipment	No Bid	Time & Equipment
Limited Access (Not Maintained Roadway) w/ Crew	Time & Equipment	No Bid	Time & Equipment
Adder price for areas of *extremely* dense foliage (Cost per mile).	Time & Equipment	No Bid	N/A
Adder price for waterways or other terrain (Cost per mile).	Time & Equipment	No Bid	N/A

[1] *A 3-person crew includes a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.*

Distribution System Work TREE REMOVAL Includes Labor, Equipment, Materials and Disposal.			
Diameter Breast Height	**ABC Prof. Tree Serv.** **Unit Price** Per Tree	**Kendall Vegetation** **Unit Price** Per Tree	**Lewis Tree** **Unit Price** Per Tree
0" to 6"	Time & Equip Rates	No Bid	$ 197.79
6" to 8"	Time & Equip Rates	No Bid	$ 208.72
9" to 18"	Time & Equip Rates	No Bid	$ 961.05
19" to 24"	Time & Equip Rates	No Bid	$ 185.31
24+"	Time & Equip Rates	No Bid	Hourly rates
Tree Stump Grinding (per Inch)	Cost + 20%	No Bid	$ 158.40

CHEMICAL APPLICATION PRICING			
	ABC Prof. Tree Serv. **Unit Price**	**Kendall Vegetation** **Unit Price**	**Lewis Tree** **Unit Price**
Low Vol Backpack Foliar *(Per acre)*	Cost + 20%	No Bid	$ 185.50
Basal Treatment *(Per acre)*	Cost + 20%	No Bid	$ 220.00
Soil Injection *(per tree)*	Cost + 20%	No Bid	$ 201.00*

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

TRANSMISSION

Transmission System Work Includes Labor, Equipment, Materials and Disposal.			
Description	**ABC Prof. Tree Serv.** **Unit Price** (per acre)	**Kendall Vegetation** **Unit Price** (per acre)	**Lewis Tree** **Unit Price** (per acre)
Mowing of ROW (Transmission Corridor, Rural, Floor Clearance)	Time & Equip Rates	No Bid	No Bid
Mowing w/ Limited Access	Time & Equip Rates	No Bid	No Bid
Adder price for areas of *extremely* dense foliage (Cost per mile).	Hourly & Mileage	No Bid	No Bid
Adder price for waterways or other terrain (Cost per mile).	Cost + 20%	No Bid	No Bid

Chemical Application Pricing			
Description	**ABC Prof. Tree Serv.** **Unit Price** (per acre)	**Kendall Vegetation** **Unit Price** (per acre)	**Lewis Tree** **Unit Price** (per acre)
Mowing & Herbicide (Transmission Corridor, Rural, Floor Clearance)	Time & Equip + 20%	No Bid	No Bid
Mowing & Herbicide w/ limited access	Time & Equip + 20%	No Bid	No Bid

EMERGENCY & STORM RELATED SERVICES

Distribution System Work Includes Labor, Equipment, Materials and Disposal.			
Description	**ABC Prof. Tree Serv. Unit Price** (per mile)	**Kendall Vegetation Unit Price** (per mile)	**Lewis Tree Unit Price** (per mile)
Mileage Rate for 3-person crew[1], including aerial lift	Time & Equipment	Time & Equipment	Hourly rates
Non-truck Accessible – climbing crew trimming	Time & Equipment	Time & Equipment	Hourly rates
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	Time & Equipment	Time & Equipment	Hourly rates
Limited Access w/ 3-person crew [1]	Time & Equipment	Time & Equipment	Hourly rates
[1] *A 3-person crew includes a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.*			

Tree Removal Includes Labor, Equipment, Materials and Disposal.			
Diameter Breast Height	**ABC Prof. Tree Serv. Unit Price** Per Tree	**Kendall Vegetation Unit Price** Per Tree	**Lewis Tree Unit Price** Per Tree
0" to 6"	Time & Equipment	Time & Material	Hourly rates
6" to 8"	Time & Equipment	Time & Material	Hourly rates
9" to 18"	Time & Equipment	Time & Material	Hourly rates
19" to 24"	Time & Equipment	Time & Material	Hourly rates
24+"	Time & Equipment	Time & Material	Hourly rates
Tree Stump Grinding (per Inch)	Time & Equipment	Time & Material	Hourly rates

NOTE: This agreement will include a Not to Exceed cost of $300,000 for Time and Material Rated services. Cost of $300,001 and up will require review and approval of the Participating Member utility.

FMPA TREE TRIMMING & VEGETATION MANAGEMENT SERVICES BID -- RFP# 2020-036
Labor Rates - Detailed Pricing Sheet

Hourly Labor Rates ($/Hr)	DISTRIBUTION WORK								
	ABC Professional Tree Serv.			Kendall Vegetation Serv.			Lewis Tree		
	Standard Rate	Overtime Rate	Doubletime /Holiday Rate	Standard Rate	Overtime Rate	Doubletime /Holiday Rate	Standard Rate	Overtime Rate	Doubletime/Holiday Rate
Tree Trimmer	$ 40.00	$ 60.00	$ 80.00	No Bid			$ 36.94	$ 49.87	
Groundsman	$ 36.00	$ 54.00	$ 72.00				$ 32.72	$ 44.18	
Supervisor	$ 60.00	$ 90.00	$ 120.00				$ 59.87	$ 80.83	
General Foreman	$ 55.00	$ 82.50	$ 110.00				$ 47.82	$ 64.56	
Climber	$ 45.00	$ 67.50	$ 90.00				$ 36.94	$ 49.87	
Mowing Grounds Person	$ 36.00	$ 54.00	$ 72.00				$ 40.17	$ 54.23	
Spray Technician	$ 50.00	$ 75.00	$ 100.00				$ 47.82	$ 64.56	
Certified Arborist	$ 300.00	$ 450.00	$ 600.00				$ 47.82	$ 64.56	
Other *(foreman)*	$ 53.00	$ 79.50	$ 106.00				$ 40.17	$ 54.23	

Hourly Labor Rates ($/Hr)	TRANSMISSION WORK								
	ABC Professional Tree Serv.			Kendall Vegetation Serv.			Lewis Tree		
	Standard Rate	Overtime Rate	Doubletime Rate	Standard Rate	Overtime Rate	Doubletime/Holiday Rate	Standard Rate	Overtime Rate	Doubletime Rate
Groundsman	$ 36.00	$ 54.00	$ 72.00	No Bid			No Bid		
Supervisor	$ 60.00	$ 90.00	$ 120.00						
General Foreman	$ 55.00	$ 82.50	$ 110.00						
Mowing Grounds Person	$ 36.00	$ 54.00	$ 72.00						
Spray Technician	$ 50.00	$ 75.00	$ 100.00						
Trimmer	$ 40.00	$ 60.00	$ 80.00						
Other *(foreman)*	$ 53.00	$ 79.50	$ 106.00						

Hourly Labor Rates ($/Hr)	EMERGENCY & STORM RELATED WORK								
	ABC Professional Tree Serv.			Kendall Vegetation Serv.			Lewis Tree		
	Standard Rate	Overtime Rate	Doubletime Rate	Standard Rate	Overtime Rate	Doubletime/Holiday Rate	Standard Rate	Overtime Rate	Doubletime Rate
Tree Trimmer	$ 40.00	$ 60.00	$ 80.00				$ 38.68	$ 54.15	$ 65.75
Groundsman	$ 35.00	$ 52.50	$ 70.00				$ 29.71	$ 41.60	$ 50.51
On-Site Storm Coordinator	$ 60.00	$ 90.00	$ 120.00				$ 59.38	$ 83.12	$ 100.93
General Foreman	$ 55.00	$ 82.50	$ 110.00	$ 68.00	$ 102.90	$ 136.00	$ 51.57	$ 72.19	$ 87.65
Safety Personnel	$ 60.00	$ 90.00	$ 120.00	$ 68.00	$ 102.00	$ 136.00	$ 51.57	$ 72.19	$ 87.65
Climber	$ 40.00	$ 60.00	$ 80.00	$ 55.00	$ 82.50	$ 110.00	$ 35.34	$ 49.48	$ 60.08
Mobile Mechanic				$ 68.00	$ 102.00	$ 136.00			
Crew Leader				$ 60.00	$ 90.00	$ 120.00			
Bucket Operator				$ 50.00	$ 75.00	$ 100.00			
Equipment Operator				$ 53.00	$ 79.50	$ 106.00			
Laborer				$ 36.00	$ 54.00	$ 72.00			
Lowboy Driver				$ 68.00	$ 102.00	$ 136.00			
Other *(Foreman/supervisor)*	$ 53.00	$ 79.50	$ 106.00	$ 73.00	$ 109.50	$ 146.00			

NOTE: This agreement will include a Not to Exceed cost of $300,000 for Time and Material Rated services. Cost of $300,001 and up will require review and approval of the Participating Member utility.

Equipment Rates - Detailed Pricing Sheet

DISTRIBUTION EQUIPMENT		
	ABC Professional Tree Serv.	Lewis Tree
Item	Unit Price	Unit Price
Aerial Lift	$ 35.00	$ 24.66
Chipper	$ 18.00	$ 6.68
Power Saw	$ 2.00	$ 1.57
Back Yard Lift	$ 75.00	$ 21.25
Trailer	$ 20.00	$ 3.96
Split Dump	$ 25.00	$ 13.79
Pole Power Saw	$ 5.00	$ 1.57
Full-size Pick-up	$ 18.00	$ 12.63
4WD Pick-up	$ 22.00	$ 15.54
Tractor	$ 75.00	$ 26.87
Bush Hog	$ 15.00	$ 17.20
All Terrain Tree Trimmer	$ 125.00	$ 77.98
Lift Truck-mileage	$ 2.99	$ 1.91
Pickup Truck-mileage	$ 2.99	$ 1.43
Truck Left Behind	Time & Materials	$ 12.33
Chipper Left Behind	Time & Materials	$ 3.34
Weed Eater	$ 2.00	$ 1.57
Prentice Loader	$ 125.00	$ 61.91
Heavy Brush Cutter	$ 159.00	$ 103.19
Stump Grinder	Cost + 20%	$ 27.95
Off-Road Aerial Lift	$ 45.00	$ 24.20

TRANSMISSION EQUIPMENT		
	ABC Professional Tree Serv.	Lewis Tree
Item	Unit Price	Unit Price
Aerial Lift 75'	$ 45.00	No Bid
Aerial Lift 75' 4WD	$ 45.00	No Bid
Aerial Lift 50'	$ 35.00	No Bid
Aerial Lift 50' 4WD	$ 35.00	No Bid
Aerial Lift 37'	$ 30.00	No Bid
Brush Chipper	$ 15.00	No Bid
Disc Chipper	$ 15.00	No Bid
Power Saw	$ 2.00	No Bid
Mower Bat Wing – minimum width 15'	No Bid	No Bid
Dump truck	$ 25.00	No Bid
Foreman Vehicle	$ 22.00	No Bid
Lift Truck-mileage	$ 2.99	No Bid
Pickup Truck-mileage	$ 2.99	No Bid
4WD Pick-up	$ 22.00	No Bid
Tractor	$ 75.00	No Bid
Bush Hog	$ 15.00	No Bid
Heavy Brush Cutter	$ 150.00	No Bid
Weed Eater	$ 2.00	No Bid
Prentice Loader	$ 125.00	No Bid
Spray Truck	$ 75.00	No Bid
Stump Grinder	Cost + 20%	No Bid
Off-Road Aerial Lift	$ 45.00	No Bid

NOTE: This agreement will include a Not to Exceed cost of $300,000 for Time and Material Rated services. Cost of $300,001 and up will require review and approval of the Participating Member utility.

STORM RELATED Equipment Rates - Detailed Pricing Sheet

*Kendall Vegetation Provided a different list of equipment. They are listed with pricing below.

EMERGENCY & STORM RELATED		
	ABC Professional Tree Serv.	Lewis Tree
Item	Unit Price	Unit Price
Aerial Lift 75'	$ 45.00	Distribution Equipment Pricing will apply for Emergency and Storm Related Work.
Aerial Lift 75' 4WD	$ 45.00	
Aerial Lift 50'	$ 35.00	
Aerial Lift 50' 4WD	$ 35.00	
Aerial Lift 37'	$ 30.00	
Brush Chipper	$ 15.00	
Disc Chipper	$ 15.00	
Power Saw	$ 2.00	
Mower Bat Wing – minimum width 15'	No Bid	
Dump truck	$ 25.00	
Foreman Vehicle	$ 22.00	
Lift Truck-mileage	$ 2.99	
Pickup Truck-mileage	$ 2.99	
4WD Pick-up	$ 22.00	
Tractor	$ 75.00	
Bush Hog	$ 15.00	
Heavy Brush Cutter	$ 150.00	
Weed Eater	$ 2.00	
Prentice Loader	$ 125.00	
Spray Truck	$ 75.00	
Stump Grinder	Cost + 20%	
Off-Road Aerial Lift	$ 45.00	

EMERGENCY & STORM RELATED - KENDALL VEGETATION ONLY	
	Kendall Vegetation
Item	Unit Price
Aerial Lift 55' 2WD	$ 34.14
Aerial Lift 55' 4WD	$ 39.68
Aerial Lift 70' 2WD	$ 44.14
Aerial Lift 70' 4WD	$ 49.98
Aerial Lift 37'	$ 30.00
Chip Truck 2WD	$ 25.70
Chip Truck 4WD	$ 31.24
Jarraff	$ 117.91
Kendall Cutter or Heavy-Duty Mower	$ 117.91
Tractor & Bushhog	$ 65.00
12: Chipper	$ 12.47
15" Chipper	$ 19.00
18" Chipper	$ 25.00
Pickup Truck 2WD	$ 19.89
Pickup Truck 4WD	$ 24.05
4 dr Crew Cab Truck - 2WD	$ 24.05
4 dr Crew Cab Truck - 4WD	$ 28.33
Power saw	$ 1.98
Lowboy	$ 107.57
Compact Track Loader	$ 64.24
Pull Truck and Trailer	$ 29.80
Log Truck	$ 71.38
Mechanic Truck	$ 62.37

NOTE: This agreement will include a Not to Exceed cost of $300,000 for Time and Material Rated services. Cost of $300,001 and up will require review and approval of the Participating Member utility.

MOBILIZATION AND MISCELLANEOUS CHARGES

Mobilization Charges:	ABC Prof. Tree Serv. PRICE	Kendall Vegetation PRICE	Lewis Tree PRICE
Mobilization to each Participating Member	Time & Equipment	Hourly Crew Labor + $2.00 per mile to and from	Hourly Crew Labor + Equipment Rate
Miscellaneous Charges:	**ABC Prof. Tree Serv. PRICE**	**Kendall Vegetation PRICE**	**Lewis Tree PRICE**
Charge if work is canceled prior to mobilization	2 Hours	No Bid	Hourly Rate + 4 Hours
Charge if work is canceled after mobilization	Hourly & Mileage	No Bid	Hourly Rate + 8 Hours
Breakdown and setup costs	$150 per person	No Bid	See Clarifications
Per diem rate if overnight stay is required	Double Time Rate	No Bid	N/A
Miscellaneous Charges (Emergency/Storm Related):	**ABC Prof. Tree Serv. PRICE**	**Kendall Vegetation PRICE**	**Lewis Tree PRICE**
Travel Rate Per Mile - Emergency/Storm Related	Time & Equipment	Hourly Crew Labor + $2.00 per mile to and from	Hourly Rate + 4 Hours
Charge if work is canceled prior to mobilization	2 Hours		Hourly Rate + 8 Hours
Charge if work is canceled after mobilization	Hourly Crew Labor + Equipment Rate		See Clarifications
Per diem rate if overnight stay is required	$150 per person	$135 per person	N/A



JOINT PURCHASE PROJECT

REQUEST FOR PROPOSALS

FOR

UTILITY TREE TRIMMING & VEGETATION MANAGEMENT SERVICES

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

RFP No. 2020-036 **August 2020**

FLORIDA MUNICIPAL POWER AGENCY

REQUEST FOR PROPOSALS

FOR

UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES

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REQUEST FOR PROPOSALS

(This is not an order)

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

RFP FMPA 2020-036

Date Issued: August 19, 2020

Telephone: (407) 355-7767

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

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

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

DESCRIPTION

AUGUST 2020

Florida Municipal Power Agency
JOINT PURCHASE PROJECT
Proposals for UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES

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

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

ADVERTISEMENT

Proposal For

August 2020

FLORIDA MUNICIPAL POWER AGENCY
PROPOSALS FOR UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES

REQUEST FOR PROPOSALS
FMPA 2020-036

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

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

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

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

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

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

Jacob Williams
General Manager
Florida Municipal Power Agency

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

1. Introduction - FMPA Description

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

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

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

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

2. General Description of Services Sought

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

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

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

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

3. Overview

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

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

4. Participating Members

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

5. Purchasing Services

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

6. FMPA’s Responsibility

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

7. Indemnity

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

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

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

8. Notice to Proposers

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

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

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

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

9. Duration of Offer

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

10. Right of Rejection

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

FMPA reserves the right to:

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

11. Performance Bond/Surety

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

12. Budgetary Constraints

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

13. Interpretations and Addenda

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

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

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

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

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

14. Errors, Modifications or Withdrawal of Proposal

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

15. Proprietary Confidential Business Information

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

16. Default and Damages Provisions

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

17. Public Entity Crimes Statement

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

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

18. Collusion

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

(1) Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor

(2) Any prices and/or cost data quoted for this proposal have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other proposer or to any competitor

(3) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition

(4) The only person or persons interested in this proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into and

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

19. Drug Free Workplace

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

20. Subcontracted Services

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

21. Pre-Proposal Preparation

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

22. Award

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

OTHER BASIS FOR AWARD

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

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

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

23. Definitions

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

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

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

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

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

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

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

24. Entire Contract

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

25. Acceptance of Services

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

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

26. Term of Agreement

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

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

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

ESCALATION/DE-ESCALATION

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

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

3) Florida Department of Transportation monthly index shall be recognized and approved, when applicable.

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

27. Responsibilities

Bidder Responsibility

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

The Awarded Bidder shall:

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

Additional Awarded Bidder Responsibilities:

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

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

Participating Member(s) Responsibility

The Members will be responsible for the following requirements:

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

28. Honoring Prices

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

29. Reserved Rights

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

a) On a total order basis

b) On a city by city basis

c) On a by zone basis

d) On a service type basis

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

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

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

30. Quantities and Usage

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

31. Down Time

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

32. Suspension of Work

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

33. Liquidated Damages

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

	Activity	Amount
a)	Delivery of service	$1,000.00
b)	Other	$100.00

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

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

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

34. Bid Exceptions/Deviations to Specifications

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

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

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

35. Insurance Requirements

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

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

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

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

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

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

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

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

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

BIDDER'S ENVIRONMENTAL IMPAIRMENT RESPONSIBILITY

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

B. The Bidder's performance under this contract shall include, but not be limited to:
1. Performance in a manner to minimize disturbance of or damage to the environment.
2. To the extent caused by the performance of this contract by or on behalf of the Bidder, the clean-up, repair or restoration of the environment to the extent required by any Federal, State, or Local laws or regulations.

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

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

36. Services Warranties

Warranty of Services

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

Remedy

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

37. Payment of Invoices

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

38. Termination for Default

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

39. Termination for Participating Member's Convenience

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

40. Licenses/Compliance with Laws

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

41. Variance with Applicable Law

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

42. Hazardous Materials of Contractor

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

43. Safety and Protection

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

44. Control of Work and Subcontractors

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

45. Manufacturers

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

46. Minority Business Utilization

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

47. FEMA Reimbursement

This is an acknowledgement that Federal Emergency Management Agency (“FEMA”) financial assistance may be used to fund this agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. However, the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to FMPA, Contractor, or any other party pertaining to any matter resulting from the contract. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

48. Remedies

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

49. Equal Employment Opportunity

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

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

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

(c) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

50. Contract Hours and Safety Standards Act

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

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

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

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

51. Clean Air Act

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

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

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

52. Federal Water Pollution Control Act

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

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

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

53. Access to Records

(a) Contractor agrees to provide FMPA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(c) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

54. Suspension and Debarment

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

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

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

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

55. Byrd Anti-Lobbying Amendment

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

56. Procurement of Recovered Materials

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

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

57. DHS Seal, Logo, and Flags

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

58. Experience Requirements

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

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

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

59. Bid Submittal Requirements

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

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

LOCATION OF FMPA MEMBERS
State of Florida



TECHNICAL SPECIFICATION
&
DELIVERABLES

FMPA Technical Specification and Requirements

Utility Tree Trimming and Vegetation Management Services

1. SCOPE

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

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

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

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

Services shall include, but not limited to:

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

Participating Members requirements are detailed below:

Beaches Energy Services:
Distribution-26,40
Transmission – 138kV
45 Sq. Miles of Area
- Distribution lines services
- Storm related services

City of Bartow:
Distribution-12,470 KV
115 Distribution Miles
- Distribution lines
- Storm related services

City of Bushnell:
Distribution-12,470/7,200KV
8 Sq. Miles of Area
- Distribution area
- Storm related services

City of Clewiston:
Distribution-13,800KV
4 Sq. Miles of Area
- Distribution area
- Storm related services

City of Green Cove Springs:
Distribution-13,200/7620 KV
15 Sq. Miles of Area
- Distribution area
- Storm related services

City of Leesburg:
Distribution-7,200 KV
68 Sq. Miles of Area
- Distribution area
- Storm related services
- Chemical applications

City of Lake Worth Beach:
Distribution-4kV & 26kV
Transmission – 138kV
12 Sq. Miles of Area
- Distribution area
- Transmission area
- Storm related services

City of Newberry:
Distribution-12,470/7,200 KV
4 Sq. Miles of Area
32 Miles of overhead lines
- Distribution area
- Storm related services

Homestead Energy Services:
Transmission-138 KV
Distribution-13200/7620 KV
- 14.5 Sq. Miles of Area
- Distribution area
- Transmission area
- Storm related services

Keys Energy Services
Transmission – 138kV & 69kV
Distribution-7,970/13,800kV
- 66.5 Miles of transmission
- 235 Miles of distribution
- Distribution area
- Transmission area
- Storm related services

Town of Havana
Transmission-69,000 KV
Distribution-7,200 kV
- 2300 Sq. Miles of distribution in air
- Distribution area
- Transmission area
- Storm related services

City of Wauchula:
Distribution-2,400/7,200 KV
48.95 Distribution Miles
4.7 Sq. Miles of Area
- Distribution area
- Storm related services

2. REFERENCE STANDARDS

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

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

3. METHODS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHEMICAL APPLICATION SPECIFICATIONS

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

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

TRIMMING

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

Trimming clearances are generally as follows:

A. Five feet from nearest conductor, ground to sky. Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally five feet from the power line conductor closest to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.

B. Five feet from all conductor, starting with the lowest electric system conductor and continuing upward to include all overhanging limbs. Under this specification, all vegetation will be removed to produce five feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of five feet below the lowest power line conductor.

C. Five feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed. Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground.

D. Ten feet from nearest conductor, ground to sky. Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally ten feet from the power line conductor closest to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.

E. Ten feet from all conductor, starting with the lowest electric system conductor and continuing upward to include all overhanging limbs. Under this specification, all vegetation will be removed to produce ten feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of ten feet below the lowest power line conductor.

F. Ten feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed. Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground, and ten feet measure horizontally from the closest power line conductor.

G. Fifteen feet from the centerline of the power line, ground to sky. Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally fifteen feet from the center line of the power line to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.

H. Fifteen feet from the center line measured above and to each side of the line, starting five feet below with the lowest electric system conductor and continuing upward to include all overhanging limbs. Under this specification, all vegetation will be removed to produce fifteen feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of five feet below the lowest power line conductor.

I. Fifteen feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed. Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground.

EQUIPMENT

1) All equipment shall be properly maintained and ready for operation at the beginning of each work shift.

2) All equipment shall be guarded and properly equipped with safety devices.

3) Equipment shall not be greater than 5 years old and shall be replaced as needed through the duration of the Contract.

4) Contractor shall have spare equipment readily available. Replacement equipment in like kind shall be on-site and ready for use within 48 hours of an equipment malfunction.

5) All down-time incurred due to equipment malfunction shall be the responsibility of the Contractor.

6) The Awarded Contractor shall incorporate a vehicle location and or tracking system to help track and dispatch crews.

WORK ACCEPTANCE

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

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

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

4. INSPECTIONS AND TESTS

4.1 GENERAL

4.1.1 Tests, certifications, or inspections may be required for services or products offered as substitutes for those currently being used to ensure they meet or exceed the Members' operational performance requirements and adherence to specification requirements.

4.1.2 Certified test reports on all material shall be available to the Participating Member upon request.

4.1.3 Participating Member(s) and their designated representatives shall have access to the Work at all times and may provide inspection to determine whether the Work conforms to the specifications.

4.1.4 Participating Member(s) inspection of the Work or its failure to inspect the Work will not relieve Contractor of its obligation to fulfill the requirements of the award agreement. Participating Member(s) inspection of the Work or failure to inspect the Work will not be construed as acceptance of the Work by Participating Member(s).

4.2 REJECTION OF MATERIAL/SERVICE

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

5. GENERAL GUIDELINES

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

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

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

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

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

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

5.1 GENERAL NOTIFICATION GUIDELINES

5.1.1 Prior to beginning Work on any property, Contractor shall attempt to make contact with the property owner to provide notification that the crew is there to complete the required line clearance maintenance activity. Should the property owner not be home the crew shall nevertheless complete the Work as noted on the notification log.

5.1.2 Notification shall be by direct customer contact or by leaving a notification card/door hanger. Door hangers may or may not be provided by Participating Member(s).

5.1.3 Notification is the responsibility of the General Foreman.

5.1.4 In conjunction with placement of the door hanger, the following information is to be recorded on the notification log.

A. The address where the door hanger was placed.
B. The date the door hanger was placed.
C. The Work required to be completed at that address, including the number and species of trees to be trimmed or removed

5.1.5 Upon completion of the circuit the completed notification log shall be submitted to Participating Member(s) along with all other documentation associated with the line clearance maintenance activities performed on that circuit

6. LICENSES

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

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

7. CLEAN UP

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

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

8. VEGETATION MANAGEMENT SCHEDULE

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

9. PROJECT SCHEDULING AND STATUS

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

10. WORK WEEK, HOURS OF OPERATION AND SCHEDULING

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

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

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

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

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

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

11. STORM RESTORATION WORK

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

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

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

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

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

11.1 Acceptance and Payment for Work Completed

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

11.2 Emergencies

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

11.3 Work Stoppage

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

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

RIGHT OF WAY CLEARING SPECIFICATIONS:

1. Existing right-of-way shall be cleared to the same width as the previous clearing unless otherwise specified by the Participating Member.

2. Unless otherwise specified by the Participating Member, all cutting for existing and new right-of-way clearing shall be as close to the ground line as the topography and type of soil will allow, with a maximum remaining height of four inches for brush stubs and six inches for tree stumps.
3. Trees adjacent to cleared right-of-way which constitutes a hazard to the wires shall be removed as directed by the Participating Member.

4. Brush, logs, and debris shall be handled in such a manner as to avoid obstructing roads, paths, or waterways.

5. Contractor shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking, contacting, or wrapping the wires together or otherwise interrupting service. If any such trouble should occur, the Participating Member shall be notified of the location and circumstances of such trouble as quickly as possible.

6. Individual requests by property owners for special handling of brush shall be granted where reasonable. If any doubt exists as to the action to be taken, the requests shall be referred to the Participating Member.

7. Where clearing includes the removal of trees, the logs and limbs shall be disposed of as designated by Participating Member; or if not designated, such logs and limbs shall be piled at the edge of the right-of-way in such a manner that they will not interfere with foot or vehicular traffic.

8. No charge for equipment or labor shall be made for work stoppages in excess of thirty minutes, which are due to mechanical failures or weather conditions.

9. The Contractor is responsible for determining if any substances furnished, used, applied, or stored under this contract are within the provisions of the referenced statute. Copies of the statute and the Florida Substance List are available from the Secretary of the Florida Department of Labor and Employment Security.

10. The Contractor upon request by Participating Member shall remove vegetation debris from areas blocking roadways.

BID FORMS

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

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

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

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

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

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

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

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

Number _____ Dated _____

Number _____ Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

_____

(Type or Print Name of Signer)

Address: _____

_____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

FMPA RFP 2020-036
Distribution System Pricing

Contractor Company Name: _____

Authorized Signature: _____ **Date:**_____

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

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

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

DISTRIBUTION

Distribution System Work To Include Labor, Equipment, Materials and Disposal.	
Description (Higher Vegetation Foliage)	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1], including aerial lift	$
Non-truck Accessible – Climbing Crew Trimming	$
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	$
Limited Access (Not Maintained Roadway) w/ Crew	$
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
Description (Lower Vegetation Foliage)	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1]	$
Mileage Rate for 3-person crew[1], including aerial lift	$
Non-truck Accessible – Climbing Crew Trimming	$
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	$
Limited Access (Not Maintained Roadway) w/ Crew	$
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

If there is an adder price for areas of *extremely* dense foliage, please list cost here (per mile).	$
If there is an adder price for water ways or other terrain, please list cost here (per mile).	$

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

CHEMICAL APPLICATION PRICING	
	Unit Price
Low Vol Backpack Foliar *(Per acre)*	$
Basal Treatment *(Per acre)*	$
Soil Injection *(per tree)*	$

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

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

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

_____

Mobilization

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

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

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

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

TRANSMISSION

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

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

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

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

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

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

_____

Mobilization

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

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

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

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

EMERGENCY RESPONSE AND STORM RELATED SERVICES

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

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

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

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

_____

Mobilization

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

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Mobilization and Other Charges	
	Unit Price
Travel Rate per Mile	$
Charge if work is cancelled prior to mobilization	$
Charge if work is cancelled after to mobilization	$
Per diem rate if overnight stay is required	$
Other:	$

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

REFERENCES:

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

1. Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Contact: _____

2. Name: _____

Address: _____

_____

Phone: _____

Fax: ` _____

Contact: _____

3. Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Contact: _____

COMPLIANCE FORMS

PROPOSER INFORMATION FORM
Exceptions & Clarifications
FMPA RFP 2020-236

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

	We TAKE exception as follows:

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

_____
Signature of Contractor’s Authorized Official

_____ _____
Name and Title of Contractor’s Authorized Official Date

Compliance Declaration

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

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

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

_____
Signature of Contractor's Authorized Official

_____ _____
Name and Title of Contractor's Authorized Official Date

DECLARATIONS AND SIGNATURES

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

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

Proposer _____

By _____ _____
Signature Printed or Typed Name

Title _____

Complete Business Address of Proposer: _____

_____

State of Incorporation _____

Complete Address of Principal Office _____

_____

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

_____

_____

_____

Telephone (____) _____ Fax (____) _____

E-Mail _____

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

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

STATE OF _____

COUNTY OF _____

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

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

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

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

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

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

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.
[Draw a line through paragraph 6 if paragraph 7 below applies.]

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

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

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

_____

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

above on the _____ day of _____, 20___.

_____
Notary Public

(Affix Seal)

_____
My Commission Expires

_____
Type or Printed Name

DISPUTE DISCLOSURE

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

Project: FMPA RFP# 2020-236

_____ _____

Firm **Date**

_____ _____

Authorized Signature **Officer Title**

_____

Printed or Typed Name

DRUG-FREE WORKPLACE COMPLIANCE FORM

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

The undersigned proposer in conformity with Florida Statute 287.087 hereby certifies that _____ does:
(Name of business)

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

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

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection 1.

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

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

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

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

_____
Signature

_____
Name of Proposer

_____
Date

DRAFT
MASTER SERVICES AGREEMENT

Master Services Agreement

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

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

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

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

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

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

Section 1. Scope of Services

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

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

Section 2. Term & Termination

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

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

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

Section 3. Compensation and Payment

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

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

Section 4. Independent Contractor Status

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

Section 5. Standard of Care

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

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

Section 6. Insurance

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

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

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

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

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

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

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

Section 7. Indemnification

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

Section 8. General Terms and Conditions

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

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

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

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

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

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

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

FLORIDA MUNICIPAL POWER AGENCY	CONTRACTOR
By: _____	By: _____

This page left intentionally blank

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

STATEMENT OF NO PROPOSAL

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

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

_____We do not offer this service/product.
_____Our schedule would not permit us to perform.
_____Unable to meet specifications.
_____Unable to meet bond requirements.
_____Other

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

Company Name: _____

By: _____
Authorized Person's Signature)

_____
(Print or type name and title of signer)

Company Address: _____

_____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____



Thanks for your interest in serving our Members.

January 14, 2026

Dear City of Mount Dora Electric and Procurement Teams,

Thank you for the opportunity to provide pricing for Tree Trimming for The City of Mount Dora Electric and its 6,000+ customers. After successful completion of the work in 2025 we look forward to continuing and growing the partnership with you and your teams. We appreciate Mount Dora Electric's 100+ year history of delivering exceptional value to its customers and community.

Lewis has also been privileged to provide line clearance and storm response services for the City of Leesburg, Duke Energy, and Florida Power & Light—all with whom we've forged strong partnerships built on responsiveness and quality care. With our presence in Florida, we are able to support Mount Dora and respond swiftly to emergency needs, upcoming storm work, or special requests that may arise.

As part of our proposal, we'd like to confirm conditions that were previously verbally agreed to:

1) Mount Dora will provide parking for Lewis' crews throughout our engagement, accommodating up to 3 bucket trucks, 3 chippers and a pickup.
2) Mount Dora will provide Lewis cards for notification of residents of our trimming schedule.
3) Mount Dora will provide Lewis with a location to dump wood debris at no charge.
4) The spans on North Donnelly Street, between Limit Avenue and Fiddler Drive will not be trimmed per direction of your team.
5) Work will begin the first week of February 2026.

As part of Lewis' proposal, we are providing time and material (T&M) pricing, using the existing 2026 FMPA rates. Due to a shift in Lewis' Florida work, we would invoice for up to a 12-hour work day at straight time labor rates, given up to 5 hours travel time. The anticipated workday at Mount Dora will run from 8:30 a.m. to 4:00 p.m. The reporting site will be the City Public Works Center located at 401 Limit Avenue, with the designated dump site at 1649 Lincoln Avenue. With the travel for the T&M work, we would assign a team leader with a pickup accompanying the crews to provide oversight and provide safety guidance. The team leader and pickup would be invoiced with the crews providing support.

Lewis has a reputation for serving its customers with industry-leading support focused on **safety**, **customer service**, and **arboriculture excellence**. Our 4000+ craftworkers provide this support every day—in blue sky weather and storm response. We're confident about helping you achieve your company's goals and look forward to the opportunity to build a long-lasting relationship with your team.

We would like the opportunity to present our proposal to you and we welcome the chance to discuss any modifications that you might request. Please feel free to contact me directly at (904) 813-4020 or William.Carter@lewisservices.com

Best regards,

Danny Carter
Supervisor
Lewis Services

December 8, 2025

Dear City of Mount Dora Electric and Procurement Team,

Thank you for the opportunity to provide pricing for **Tree Trimming for the City of Mount Dora Electric** and its 6,100+ customers. After successful completion of our work in 2025, we look forward to continuing and growing the partnership with you and your teams.

We respect Mount Dora Electric's 100+ year history of delivering exceptional value to its customers and have appreciated the opportunity to serve the community for the past two years.

Lewis has also been privileged to provide line clearance and storm response services for the City of Leesburg, Duke Energy, and Florida Power & Light—all with whom we've forged strong partnerships built on responsiveness and quality care. With our long-term presence in Florida, we are able to support Mount Dora and respond swiftly to emergency needs, upcoming storm work, or special requests that may arise.

As part of our proposal, we'd like to confirm conditions that were previously verbally agreed to:

1) Mount Dora will provide parking for Lewis' crews throughout our engagement, accommodating up to three (3) bucket trucks, three (3) chippers and a pick-up.
2) Mount Dora will provide Lewis cards for notification of residents of our trimming schedule.
3) Mount Dora will provide Lewis with a location to dump wood debris at no charge.
4) The spans on North Donnelly Street, between Limit Avenue and Fiddler Drive, will not be trimmed per direction of your team.
5) Work will begin the first week of February 2026.

As part of Lewis' proposal, we are providing time and material (T&M) pricing, and using the existing 2026 FMPA rates. Due to a shift in Lewis' Florida work, we would invoice for travel time as well as working hours. With the travel for the T&M work, we would assign a team leader with a pick-up to accompany the crews to provide oversight and provide safety guidance. The team leader and vehicle would be invoiced with the crews providing support.

We know that delivering first-rate service to your customers is your top priority. Lewis has a reputation for serving its customers with industry-leading support focused on **safety**, **customer service**, and **arboriculture excellence**. Our 4000+ craftworkers provide this support every day—in blue sky weather and storm response. We're confident about helping you achieve your goals and look forward to the opportunity to build a long-lasting relationship with your team.

We would like to schedule a follow-up meeting with you and your team to review our proposal, discuss our resource and implementation plan, address any modifications that you might request, and answer questions regarding this submission. Please feel free to contact me directly at (904) 813-4020 or William.Carter@lewisservices.com .

Best regards,

Danny Carter
Supervisor

Distribution System Work To Include Labor, Equipment, Materials and Disposal	
Description (Higher Vegetation Foliage)	Unit Price (per mile)
Mileage Rate for 3-person crew, including aerial lift	See cover letter
Non-truck Accessible – Climbing Crew Trimming	See cover letter
Truck Accessible Street Access 3-person crew – w/ aerial lift	See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	See cover letter
For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
Description (Lower Vegetation Foliage)	Unit Price (per mile)
Mileage Rate for 3-person crew	See cover letter
Mileage Rate for 3-person crew, including aerial lift	See cover letter
Non-truck Accessible – Climbing Crew Trimming	See cover letter
Truck Accessible Street Access 3-person crew – w/ aerial lift	See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	See cover letter
For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

If there is an adder price for areas of *extremely* dense foilage, please list cost here (per mile)	N/A
If there is an adder price for water ways or other terrain, please list cost here (per mile)	N/A

Distribution System Work To Include Labor, Equipment, Materials and Disposal	
Diameter Breast Height	Unit Price (per tree)
0” to 6”	$ 237.35
6” to 8”	$ 250.46
9” to 18”	$ 1,153.26
19” to 24”	$ 2,178.37
24+”	Hourly
Tree Stump Grinding	$ 190.08

Chemical Application Pricing	
	Unit Price
Low Vol Backpack Foliar (Per acre)	$ 222.60
Basal Treatment (Per acre)	$ 264.00
Soil Injection	$ 241.20

Equipment			
Item	Unit Price	Item	Unit Price
Aerial Lift	$ 25.89	All Terrain Tree Trimmer	$ 82.90
Chipper	$ 7.54	Lift Truck-mileage	$ 1.91
Power Saw	$ 1.65	Pickup Truck-mileage	$ 1.43
Back Yard Lift	$ 28.60	Truck Left Behind	$ 13.44
Trailer	$ 4.53	Chipper Left Behind	$ 4.73
Split Dump	$ 14.53	Weed Eater	$ 1.65
Pole Power Saw	$ 1.65	Prentice Loader	$ 66.17
Full-size Pick-up	$ 13.44	Heavy Brush Cutter	$ 108.35
4WD Pick-up	$16.32	Stump Grinder	$ 29.35
Tractor	$ 30.67	Off-Road Aerial Lift	$ 27.01
Bush Hog	$ 66.17		

Hourly Labor Rates				
	Standard Rate	Overtime Rate	Other Rate If applicable _____	Other Rate If applicable _____
Tree Trimmer	$ 43.25	$58.39		
Groundsman	$ 37.73	$50.94		
Supervisor	$ 93.25	$125.88		
General Foreman	$ 67.65	$ 91.33		
Climber	$ 51.55	$ 69.60		
Mowing Grounds Person	$ 51.55	$ 69.60		
Spray Technician	$ 51.55	$ 69.60		
Other: Crew Foreman	$ 51.55	$ 69.60		
Other				
Certified Arborist	$ 67.65	$ 91.33		
In Reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here. Unable in Zones 2, 3, 4, 5				
Mobilization Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see map).				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Hourly Crew Price				

Mobilization and Other Charges	
	Unit Price
Charge if work is cancelled prior to mobilization	Hourly Rate x 4 Hours
Charge if work is cancelled after mobilization	Hourly Rate x 8 Hours
Per diem rate if overnight stay is required	$ 112.50
Charge if there is adder for Call-Out work	N/A

Mount Dora Firm Pricing 2026

CIRCUIT	MILES	Firm Price Per Mile	
M593	9.2	$12,371.45	
M597	8.2	$12,371.45	
M598	7.4	$12,371.45	
Total Miles	24.8	$306,811.96	**Total Circuit Cost**

City Of Mount Dora 2026 Hourly Crew Pricing

2 - Person Bucket with chipper

Crew Foreman	$51.55	
Ground Person	$37.73	
Aerial Lift	$25.89	
Chipper	$7.54	
Power Saw	$3.30	$1.65 x 2
Total Per Hour	$126.01	

4 - Person Manual Climb Crew with chipper

Crew Foreman	$51.55	
Trimmer	$43.25	
Ground Person	$37.73	
Ground Person	$37.73	
Aerial Lift	$25.89	
Chipper	$7.54	
Power Saw	$3.30	$1.65 x 2
Total Per Hour	$206.99	

3 - Person Bucket with chipper

Crew Foreman	$51.55	
Trimmer	$43.25	
Gound Person	$37.73	
Aerial Lift	$25.89	
Chipper	$7.54	
Power Saw	$3.30	$1.65 x 2
Total Per Hour	$169.26	

4 - Person Manual Climb Crew with BYB & chipper

Crew Foreman	$51.55	
Trimmer	$43.25	
Ground Person	$37.73	
Ground Person	$37.73	
Split Dump	$14.53	
Back Yard Lift	$29.60	
Chipper	$7.54	
Power Saw	$3.30	$1.65 x 2
Total Per Hour	$225.23	

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

DATE: **February 3, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Ratification of Public Works Vehicles Grant

Introduction:
This is a request for City Council to ratify the grant application and acceptance of the grant award for the replacement of two (2) Class 4–7 Public Works vehicles. The grant provides up to $285,000 in 100% funding for the acquisition of one grapple truck and one Class 4 flatbed truck.

Discussion:
On December 23, 2025, Public Works staff were notified of a grant opportunity through the Florida Department of Environmental Protection for the replacement of Class 4–7 vehicles. Staff submitted an application to replace two aging trucks in order to improve the City's hauling and debris removal capabilities. On January 12, 2026, the City was awarded up to $285,000 in grant funding for the purchase of two Class 4–7 vehicles.

Budget Impact:
The Expense of the vehicle will be added at mid year budget amendment to GL 421-5555-580.64-01.
The Revenue of the grant (reimbursement) will be added at mid year budget amendment.

Strategic Impact:
Strategic Initiative 4: Provide High-Quality Services
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 to ratify the Truck Replacement Grant from the Florida Department of Environment Protection.

Attachment(s):

1. Attachment #1 VW409 DEP Grant Award Letter

Prepared by: Andrew Marsian, Public Works and Utilities Director
Reviewed by:

Whitney Donovan, Purchasing Coordinator	Approved - 1/21/2026
Matthew Dodson, Budget Officer	Approved - 1/21/2026
Jennifer Gates, Finance Director	Approved - 1/21/2026
City Attorney, City Attorney	Approved - 1/28/2026
Jeanann Hand, City Clerk	Approved - 1/28/2026
Vince Sandersfeld, City Manager	Final Approval - 1/28/2026

Via Electronic Mail – sandersfelfdv@mountdora.gov

January 12, 2026

Vince Sandersfeld
City Manager
City of Mount Dora
515 North Baker Street
Mount Dora, Florida 32757

Re: Class 4-7 Garbage Truck Project Award – City of Mount Dora

Dear Mr. Sandersfeld,

The Florida Department of Environmental Protection (Department) is pleased to award the City of Mount Dora (Grantee) funding for the purchase of new diesel Class 4-7 garbage truck units that the Grantee will purchase under the terms of a grant agreement. Consistent with the Department's discussions with representatives of the City of Mount Dora, and information contained in the City's application worksheet submitted to the Department in response to the Notice of Funding Availability (NOFA) published on November 24, 2025, the Grantee intends to purchase one (1) new diesel truck and scrap one (1) eligible diesel Class 4-7 truck of engine model year 2009 or older.

The total anticipated grant award amount for the City of Mount Dora is $285,000.

The Department's Division of Air Resource Management (DARM) will administer your grant. To begin the grant drafting process, DARM will need several documents, forms, and proofs of registration. The list of required information is provided below. Please direct all responses, questions, or concerns to DARM's Program Administrator, Preston McLane, and the DARM's Operations Review Specialist, Marnie Brynes.

Preston McLane
Program Administrator
Preston.McLane@FloridaDEP.gov
850-717-9041

Marnie Brynes
Operations Review Specialist
Marnie.Brynes@FloridaDEP.gov
850-717-9029

ATTACHMENT #1

Please submit to DARM the information requested below by the close of business on **January 30, 2026**. Electronic submission is preferred. Please advise DARM as soon as possible if you will need additional time to complete this request.

Thank you,



Hastings, Read
Acting Director, Division of Air Resource Management
Florida Department of Environmental Protection

Grant Origination and Vendor Registration List

1. Please complete the Grantee and Contract Manager information below:

   Grantee Name:
   Address:

   Contract Manager:
   Mailing Address:
   Telephone:
   E-mail Address:

   Secondary Contact:
   Mailing Address:
   Telephone:
   E-mail Address:

2. Please attach a current copy of your valid W-9 form, Request for Taxpayer Identification Number and Certification.

3. Please attach an up-to-date Self-Insured Confirmation Letter or Certificate of Insurance.

4. Please provide a PDF of your My Florida Marketplace registration confirmation. (If you are not already registered as a vendor in the My Florida Marketplace, please register and provide the confirmation.)

5. Please find attached a Budget-Cost Analysis Form. Please fill out the required fields under the "Budget Detail" column and return the Budget-Cost Analysis Form to DARM unsigned. (Please note that this grant will only reimburse the Grantee for direct costs of equipment purchases. Please only enter data and information under the Equipment heading in the attached Excel file.)

6. Please state whether you have a sufficient number of eligible 2009 model year or older Class 4-7 diesel trucks to satisfy the scrappage requirement. Yes ___ No ___

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

DATE: **February 3, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Amendment 1 to SS4A Federal Grant for Safe Streets and Roads

Introduction:
This is a request for Council to approve an amendment with the U.S. Department of Transportation to close out Agreement No. 693JJ32340533 and authorize the return of unexpended funds.

Discussion:
The City of Mount Dora was awarded a matching federal grant in the amount of $195,346.62 in 2022 for the Florida Safe Streets and Roads program. This agenda item approves the closeout of the grant and authorizes the return of unexpended funds in the amount of $3,722.70 to the U.S. Department of Transportation.

Budget Impact:
These grants funds will be included in the future budget amendments.

Strategic Impact:
Objective 7.2 — Focus on strategies and infrastructure to improve public health, safety, and welfare within the city.

Recommendation:
City Council to approve amendment to U.S. Department of Transportation agreement 693JJ32340533.

Attachment(s):
1. 693JJ3234053 SS4A Closeout

Prepared by: Andrew Marsian, Public Works and Utilities Director
Reviewed by:

Whitney Donovan, Purchasing Coordinator	Approved - 1/21/2026
Matthew Dodson, Budget Officer	Approved - 1/21/2026
Jennifer Gates, Finance Director	Approved - 1/21/2026
City Attorney, City Attorney	Approved - 1/28/2026
Jeanann Hand, City Clerk	Approved - 1/28/2026
Vince Sandersfeld, City Manager	Final Approval - 1/28/2026

AMENDMENT TO THE GRANT AGREEMENT

1. Federal Award No.
693JJ32340533
Amendment No. 0001

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
City of Mount Dora
510 N Baker ST
Mount Dora, Florida 32757-5521

Unique Entity Id.: KRYJPNM9B9M7
TIN No.: 59-6000380

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
09/25/2023 – 09/25/2025

7. Total Amount

Federal Share:	$156,277.30
Recipient Share:	$39,069.32
Other Federal Funds:	$0
Other Funds:	$0
Total:	$195,346.62

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA260059CL

11. Federal Funds Obligated
$156,277.30

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.41010.61006600
($3,722.70)

14. Description of the Amendment:

The purpose of this amendment is to administratively close out the Grant Agreement, and to de-obligate funding in the amount of $3,722.70. As a result of this amendment, the total value of this agreement is revised to reflect the amount in item No. 7 above.

The Recipient hereby provides a Release of Claims and agrees to release and discharge the Government from any and all further obligations under this Grant Agreement. The Recipient and the Government represent and warrant that the Recipient has completed all performance obligations required under this grant: including, but not limited to providing the Government with all required deliverables, reports, and/or any other information that may have been required. The Recipient acknowledges and agrees that it has received Federal funds in the amount of $156,277.30 for completing this Grant. This Amendment constitutes the entire agreement between the parties with respect to the closeout of this Grant Agreement. The Grant Agreement is now closed.

RECIPIENT
15. Signature of Person Authorized to Sign

_____
Signature Date
Name: James Homich
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION
16. Signature of Agreement Officer

_____
Signature Date
Name: Hector R. Santamaria
Title: Agreement Officer

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

DATE: **February 3, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval for Intent to Award: ITB # 26-EL-001 – Annual Tree Supply and Installation Services

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Introduction:
This is a request for City Council to approve the Intent to Award ITB # 26-EL-001 – Annual Tree Supply and Installation Services.

Discussion:
The City of Mount Dora's Urban Forestry Department is responsible for maintaining and enhancing the City's urban tree canopy.

In September 2025, the City's Purchasing Division issued ITB 26-EL-001 to solicit bids for Annual Tree Supply and Installation Services. The City received one responsive, complete, and qualified bid. A notification letter was issued to the respondent outlining the recommendation for award, which is being presented to the City Council for approval.

The proposed contract will be for a three-year term and will provide for the purchase and installation of trees within City rights-of-way, parks, and City-owned buildings. All trees will be sourced from a certified FNGLA nursery, and installation will be performed in accordance with IFAS tree planting standards, as specified in the bid. The bid includes trees ranging from 15-gallon to 100-gallon sizes, with the majority of trees being 30-gallon.

Budget Impact:
Funding will be provided from the Tree Bank account, as necessary (GL 001-0000-223.00-13) with a current balance of $611,563. This is not the cost for the services, as cost is determined project by project. Funds are available.

Strategic Impact:
Strategic Initiative 4: Promote urban greening throughout the City with special focus on corridors, parks, open spaces, and gateways.

Recommendation:

Council to approve intent to award ITB 26-EL-001 – Annual Tree Supply and Installation Services.

Attachment(s):

1. 02.03.2026.ITB.Attachment #1.ITB 26-EL-001 Annual Tree Supply and Installation Services
2. 02.03.2026.ITB.Attachment #2.Solicitation Response

Prepared by: vedderl vedderl, Administrative Assistant

Reviewed by:

Mark Miller,	Approved - 1/16/2026
Whitney Donovan, Purchasing Coordinator	Approved - 1/20/2026
Matthew Dodson, Budget Officer	Approved - 1/20/2026
Jennifer Gates, Finance Director	Approved - 1/20/2026
City Attorney, City Attorney	Approved - 1/28/2026
Jeanann Hand, City Clerk	Approved - 1/28/2026
Vince Sandersfeld, City Manager	Final Approval - 1/28/2026

Invitation to Bid

NUMBER
ITB #26-EL-001

CITY OF MOUNT DORA

ANNUAL TREE SUPPLY AND INSTALLATION SERVICES

Whitney Donovan
Purchasing Coordinator

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting electronic responses only, for sealed Invitation To Bid ITB# 26-EL-001, to provide certain electric utility improvement services. Bids will be received until 2:00 p.m. on December 8, 2025.

ITB# 26-EL-001
"ANNUAL TREE SUPPLY AND INSTALLATION SERVICES"

A non-mandatory pre-bid meeting is applicable for this solicitation.

All meetings, unless noted otherwise, will be held via electronic meeting format. Please be advised that dates and times, are subject to change and updates posted on the City of Mount Dora's website at www.mountdora.gov, on www.demandstar.com and in the City Hall Lobby.

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

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

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

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

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora has issued this Invitation to Bid (hereinafter, "**ITB**"), as a joint solicitation on behalf of the **City**, the **Community Redevelopment Area (CRA)** and the **Northeast Community Redevelopment Area (Northeast CRA)**, with the sole purpose and intent of obtaining Bids from interested and qualified firms offering to provide certain Utility Services, in accordance with the specifications stated and/or attached herein/hereto.

The City desires to contract with one successful Bidder to provide the requested services for the City, CRA and Northeast CRA as applicable. The successful Bidder will hereinafter be referred to interchangeably as the "Bidder, Firm, Vendor or Contractor".

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Mount Dora, City Council (herein after, the "Council"), signed by all required parties and filed with the City Clerk.

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

B) Background

The City serves an area of 12.26 square miles with a population of approximately 18,652. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Annual Comprehensive Financial Report (ACFR) for fiscal year 2023-2024 and in the City's Annual Budget for fiscal year 2025-2026. Copies of these documents may be viewed on www.mountdora.gov. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

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

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

D) Method of Source Selection

The City is using the Competitive Sealed Bids methodology of source selection for this procurement, as authorized by Resolution 2021-107 and 2024-36 (amendment) establishing and adopting the City Purchasing Policy. Each Bid will be reviewed to determine if the Bid is responsive to the **ITB**. Bids deemed to be non-responsive may be rejected without being evaluated by the Purchasing Coordinator. The responsible city department will make a recommendation to the City Council who will make the final selection(s). A responsive Bid is one which has been signed and submitted by the specified Bid deadline, and has provided the information required to be submitted with the Bid. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Bid. Bidders who fail to comply with the required and/or desired elements of this **ITB** do so at their own risk.

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

E) Pre-Bid Meeting

☐ A pre-bid conference is not applicable for this solicitation.

A ☒ non-mandatory ☐ mandatory pre-bid meeting will be held on November 17, 2025, commencing promptly at 11:00 am, and will be held in the Public Works Conference Room, located at 401 Limit Ave, Mount Dora, Florida 32757.

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

F) Projected Timetable

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

Events	Dates
Issue **ITB** Notice	November 10, 2025
Non-Mandatory Pre-Bid Meeting	November 17, 2025 @ 11:00 am
Last Date for Receipt of Written Questions	November 24, 2025 – 4:00 pm
Addendum Issued (If Applicable)	December 1, 2025
Bid Due/ Opening Date (via Zoom-See Exhibit "D")	December 8, 2025 @ 2:00 pm
Issue Notice of Recommendation	December 18, 2025
City Council Meeting Date (anticipated)	January 16, 2025

2) GENERAL DESCRIPTION / SCOPE OF SERVICES

It is the intent of this solicitation to engage one (1) or more qualified contractor(s) to provide the required **Annual Tree Supply and Installation Services** on an as needed basis, via written Task Authorizations, and per the Scope of Work and Specifications found in this ITB, subsequent Agreement and Task Authorizations. The Bidder awarded this ITB must meet or exceed all terms, conditions and specifications of the City of Mount Dora. It is the City's intent to award to a primary and a secondary Contractor to provide the services identified in the ITB. The secondary Contractor must be available to respond to as needed calls for service as addressed in the scope of work.

SCOPE OF SERVICES

See Exhibit "A" attached below for a general project description.

See Exhibit "B" attached below for a detailed Scope of Work.

See Exhibit "C" attached below for applicable Special Conditions.

See Exhibit "D" attached below for a list of tree types to be planted/installed.

The City of Mount Dora Urban Forestry Department is requesting bids for the annual purchase of various trees species along with a turnkey installation process. All trees to be routinely installed each year will be a 30-gallon size. There will be opportunity to potentially install up to 175 trees annually in up to two (2) planting cycles. The initial 100 trees will be split into two annual planting cycles. In addition, there may be opportunity, upon City request, for miscellaneous tree plantings. The miscellaneous trees may be of various gallon sizes as noted on the bid pricing form (See Exhibit "E".) Occasionally and upon City request, there may be need to install different tree types then listed herein at various gallon sizes. The tree cost percentage markup, as found on the bid pricing form, will be applied to all tree purchases.

Work under this solicitation award will be assigned to the successful Contractor(s) via Task Authorization on an as needed basis. Project specific scope of work, specifications and any pertinent special conditions will be provided to the successful contractor as specific to each individual assigned project.

MINIMUM CONTRACTOR REQUIREMENTS

The following mandatory minimum requirements have been established, subject to the City's right to waive minor irregularities. The Bidders shall provide proof of the minimum qualification by furnishing

copies of letters, certificates, etc. (as applicable); which clearly document said qualifications.

A. The Bidder must be in good standing and must not be listed in the System for Award Management (SAM) as an excluded party.
B. All licenses required by the Bidder, whose businesses and profession(s) are regulated by the Florida Department of Business and Professional Regulation must be active and current for the duration of the contract.
C. The Bidder must have been issued a certificate of authority through the Department of State in compliance with Florida Statute 607.1501 if applicable. Bidder shall provide documentation to demonstrate meeting this minimum requirement with your Bid response. Include local business tax receipts, corporation documents with date of inception, and the certificate of authority if applicable.
D. Evidence of authority to conduct commercial business in the State of Florida – **Provide Sunbiz report showing your company registered as "Active".**
E. Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein. Vendor will be a licensed business with all necessary State of Florida requirements and certifications to serve as an operating business in the State of Florida.
F. If you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.
G. Minimum 5 years of experience in the installation of various tree types in park and residential locations in the State of Florida, possessing specialized equipment, and employing trained operators and installers.

Failure to provide the appropriate documentation with your Bid will be grounds for deeming your Bid non-responsive and removing it from further consideration.

COMPENSATION

1. The City of Mount Dora agrees to pay the successful Contractor(s) for the performance of the services listed herein per the unit pricing amount(s) as shown in the "Bid Pricing Form" included herein for the work performed based upon unit price quantities. Upon request the successful Contractor(s) will review City provided project scope of work and specifications for the work needed. The Contractor(s) will provide the City with a detailed quote/proposal based upon the project information provided. The City will review the quote/proposal and either accept or deny the quote proposal. If accepted, the City will provide the Contractor(s) with a complete and fully executed Task Authorization form and a Purchase Order. The Contractor(s) shall request the City for approval in any quantities that exceed the task authorization, prior to the work performed. The invoice and supporting documents/reports received from the successful Contractor(s), pursuant to an Agreement, will be reviewed and approved by the City, indicating services have been rendered in conformity with the Agreement. The Invoice will be paid in accordance with the State of Florida Prompt Payment Act.

3) SUBCONTRACTORS

The successful bidder shall not employ subcontractors without the advance written permission of the City. At no time will any assigned project be 100% performed by sub-contractors.

4) CITY'S RIGHT TO INSPECT

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

5) TERMS AND CONDITIONS OF CONTRACT

An Agreement resulting from this ITB shall be subject to the terms and conditions set forth in a City Agreement and any terms and conditions included in this ITB. The City reserves the right to include in any Agreement document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, agreements or other documents provided by the Contractor with their submittal. No guarantee of work or amount of work is stated or intended. The City reserves the right to issue a separate solicitation for individual project needs.

Initial Agreement Term: The initial Agreement term will be for a period of three (3) years.

Agreement Renewal Periods: There will be two (2) one-year renewal periods. Renewals must be mutually agreed upon in writing.

The above results in a possible five (5) year contract.

All pricing submitted under this ITB shall remain in effect for the duration of the Initial Agreement Term. The City will consider Contractor's written requests for rate increases at no less than 90 days prior to each Agreement renewal dates ("Agreement Anniversary Date.") Increases shall be based on the Consumer Price Index calculation or a maximum of 10%, whichever is less. The Consumer Price Index to be applied is, "All items in South Urban, All Urban Consumers, Not Seasonally Adjusted (South Area) ("CPI-U"), Series ID CUUR0300SA0, CUUS0300SA0" for the previous twelve (12) month period.

Failure to submit a written request for an increase will result in no rate increase until a request is made prior to the following renewal period. The City reserves the right to accept or reject any increase request.

6) GENERAL TERMS AND CONDITIONS

A) Licenses

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

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt. If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) Principals/Collusion

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

C) Taxes

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

D) Relation of City

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

E) Term Contracts – Fund Availability

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

F) Termination

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

G) Liability

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

H) Indemnity

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

I) Assignment

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

J) Lobbying/Cone of Silence

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

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

K) Single Bid

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

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

L) Protest Procedures

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

M) Public Entity Crime

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

N) Conflict of Interest

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

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

O) Responsible Vendor Determination

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

P) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **ITB**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

Q) Immigration Reform and Control Act

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

R) Scrutinized Company List – State of Florida Requirement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

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

https://www.sbafla.com/reporting/

The company representative authorized to sign, on the required form found below, on behalf of the bidder, CERTIFIES that the company identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not on the Scrutinized Companies or Other Entities that Boycott Israel List or participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Company to civil penalties, attorney's fees, and/or costs.

S) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable at 510 North Baker Street, Mount Dora, FL 32757. Specific format of the invoice shall be worked out between the City and the Contactor prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

7) INSTRUCTIONS FOR BID

A) Compliance with the ITB

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

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **ITB**, Bidder acknowledges these conditions include Insurance Requirements.

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

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

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

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

C) Acknowledgment of Bonding Requirements

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

☒ Not Applicable at this time.

☐ Bid Bond: Shall be submitted with Bid response in the form of AIA Form 310, or via irrevocable letter of credit. The bid bond will be in a sum equal to 5% of the total bid amount.

The Bid Bond shall be retained by the City as liquidated damages if the successful Bidder fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Bidders shall be held until the contract has been executed by the successful Bidder and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Evaluation Committee meeting date for shortlisting. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Bidder. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Bidder said alternates at a later time and approved by the Finance Director or designee, and the successful Bidder.

☐ Performance and Payment Bonds: For projects estimated to be in excess of $200,000, bonds shall be submitted, **on a per project basis**, by the Contractor(s) receiving award, **and written for 100% of the per project Quote/Proposal/Purchase Order award amount**, with the cost borne by the Bidder receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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

Each project security provided under the subsequent contract shall be in force throughout the final completion and acceptance of the individual project as applicable.

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

D) Delivery of Bids

All ITB responses are to be delivered **before 2:00 p.m., local (EST) time**, on or before **December 8, 2025** via electronic submission at www.demandstar.com **only.**

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

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

Subsequent to the closing of the ITB, the Purchasing Coordinator, shall review the bids received and verify whether each bid is responsive to all material requirements of the published ITB.

1. The Purchasing Coordinator, City Urban Forester/Arborist and the Electric Utility Director, shall review all responsive bids received and verify each bid appears to be responsive to all other material requirements of the published ITB.

2. Vendor selection will be based on the lowest priced, compliant, qualified, responsive and responsible bid unless specified otherwise in the **ITB**.

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

4. Receipt of a bid by the City or a submission of a bid to the City offers no rights upon the Bidder nor obligates the City in any manner.

5. Acceptance of the bid does not guarantee issuance of any other governmental approvals.

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

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

The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **ITB** prior to submitting the Bid or it shall be waived.

G) Bid, Presentation, and Protest Costs

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

H) Acceptance or Rejection of Bids

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

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

I) Requests for Clarification of Bids

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

J) Validity of Bids

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

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

K) Response Format

The Bid shall be deemed an offer to provide services to the City. In submitting a Bid, the respondent declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Bidder agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract and subsequent Task Authorizations.

To facilitate the fair evaluation and comparison of Bids, all Bids must conform to the guidelines set forth in this **ITB**. Any portions of the Bid that do not comply with these guidelines must be so noted and explained and submitted with the Bid. However, any Bid that contains such variances may be considered non-responsive.

Bids should be prepared simply and economically, providing a straightforward concise description of the Bidder's approach and ability to meet the City's needs, as stated in the **ITB.**

The items listed below shall be submitted with each Bid and should be submitted in the order shown. Each section noted below should be clearly labeled, with pages numbered and separated by tab sheets. Failure by a Bidder to include all listed items may result in the rejection of its Bid.

Tab 1 – Company Executive Summary/General
Present in concise terms, a description of your firm and its capabilities.

At a minimum the following information will be included:

1. Business Structure
2. Number of Years Company is in Business
3. Proof of Insurance

4. Provide examples of relevant experience.
5. Provide examples of Value Added services you can provide to the City.

Provide a list of current litigations, outstanding judgments and liens, if any, against the Contractor that may have been filed in the last five (5) years.

Tab 2 –Bidder Qualifications

Express the qualifications and specific capability of all principal staff that will be assigned to the City of Mount Dora projects. Include names, qualifications, and experience of each individual including their responsibilities. Also include designation of any primary and secondary responsibility.

Provide a brief resume including, but limited to:

1. Name and title
2. Job assignment for this project
3. How many years with this firm
4. Project Examples with relevant tree services experience:
   Encompassing installation of various tree types of 30 gallon size, and describing the method used for such planting.
   a. Include, with the name of agency/company the work performed:
   b. Description of the project(s),
   c. Total value of the project(s)
   d. Time-frame for completion of services rendered
5. Expand if additional services outside of supply and installation were rendered which contributed to the success of the planting project.
6. Education/Licenses/Certifications.
7. Other experience and qualifications that are all relevant to this type of City project.
8. Provide examples of any value added services you can provide to the City.

"Dollar value" refers to the monetary value of a project. For Tab 2, Item 7 please provide information about the individual's experience. For the second bullet, please include, when applicable, the dollar amount of the accomplishment.

Tab 3 – Scope Response-Scope of Services

1. Describe your understanding of the scope of services and the City's needs and any specialized skills available from your company. Clearly describe the methodology which will be used to perform, including a work plan for the desired services. Include information as to the level of staff to be assigned and a list of equipment available for this project.

2. List any Bidder exceptions to the Scope of Services.

Bidders shall submit all requested information for Tabs 1-3 and in the above order. Failure to do so may result in disqualification from further consideration.

L) Bid Evaluation Factors

All Bids will be subject to a review and evaluation process by the Purchasing Coordinator, the City's Urban Forester/Arborist and the Electric Utility Director or designee. Award of this ITB shall be based on the lowest priced, qualified, responsive and responsible bid.

M) Drug-Free Workplace:

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

N) Tie Breaker:

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

- Drug free workplace policy in place.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie Bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-Bidder is awarded.
- Time of Bid delivery may be used as a final tie-breaker if the above does not result in breaking a tie.

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8) **REQUIRED FORMS** - (ALL MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.) All forms required by the ITB shall be fully completed and executed by an authorized representative that can legally bind the Respondent.

Required Forms:

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

BIDDER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Bids.**

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

☐ All required and applicable forms have been signed and included (see page above.)

☐ All information as requested in the Bidder's Bid Form is included.

☐ Any addenda have been signed and included.

☐ The Bids must be submitted via www.demandstar.com no later than the specified due date and time. (Otherwise Bids cannot be considered.)

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

BIDDER QUALIFICATION FORM

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

STATEMENT OF LITIGATION:

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

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

CONTRACT TOTALS:

List total contract amount for work performed on all completed and similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture.

$_____Total Contract Amount for work done on all past related projects.

REFERENCES:
Bank(s) Maintaining Account(s): _____

_____

Surety/Underwriter: (if required) _____

_____

Other References: (Use additional sheets if necessary)
_____

_____

TYPE OF FIRM:

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

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____ _____

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

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Remainder of Page Intentionally Left Blank

FLORIDA STATUTES, SECTION 287.138
CERTIFICATION

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

_____
Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

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

(stamp)

_____
NOTARY PUBLIC, State of Florida

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

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

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

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

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

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

5. I affirm that the Company is not:

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

   b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

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

BY: _____
Signature of Affiant

_____
Printed Name

STATE OF FLORIDA
COUNTY OF _____

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

(stamp)

_____
NOTARY PUBLIC

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title:

_____

Address: _____

_____

Phone Number: _____ Email Address: _____

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services equal to or over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies or other entities, for goods or services equal to or over $100,000.00 that are on the list of Scrutinized Companies or Other Entities that Boycott Israel or are engaged in a boycott of Israel.

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

https://www.sbafla.com/reporting/

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or the Scrutinized Companies or Other Entities that Boycott Israel and is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services of one hundred thousand dollars ($100,000.00) or more, it has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature (Name and Title): _____

Print Name: _____

Print Title: _____

Signature Bidder/Proposer understands and agrees that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services of one hundred thousand dollars ($100,000.00) or more, it has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.

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HUMAN TRAFFICKING AFFIDAVIT

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

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

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

_____ _____

Authorized Signature Company

_____ _____

Printed Name Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the 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

CONFLICT OF INTEREST AFFIDAVIT

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

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

STATE OF FLORIDA
COUNTY OF _____

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

(stamp)

_____
NOTARY PUBLIC

DECLARATION STATEMENT

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

RE: ITB NO. 26-EL-001 - "Annual Tree Supply and Installation Services"

Dear Mayor and Council Members:

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

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

The undersigned as Bidder, or on behalf of Bidder, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **ITB #26-EL-001 "ANNUAL TREE SUPPLY AND INSTALLATION SERVICES."**

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

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Firm shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Firm or anyone employed or utilized by the Contractor/Vendor/Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

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

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☐ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

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

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

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

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

☒ 11. The Certificate must state **ITB #26-EL-001 "ANNUAL TREE SUPPLY AND INSTALLATION SERVICES"**

= = = =

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

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

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

☐ **YES**
☐ **NO**

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of_____

County of_____

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

I am the _____of _____, (Bidder) which has submitted a Response to City of Mount Dora ITB #26-EL-001.

I am fully informed respecting the preparation and contents of the Response to ITB #26-EL-001, and of all pertinent circumstances respecting such Response.

Neither the Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the Bidder's Response to ITB #26-EL-001, or that of any other Bidder, or to fix any overhead, profit or cost element of the Response price or the price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Bidder's Response to ITB #26-EL-001 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	
Email	

STATE OF FLORIDA
COUNTY OF _____

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

_____
(stamp) NOTARY PUBLIC

ACKNOWLEDGEMENTS

ITB #26-EL-001
"ANNUAL TREE SUPPLY AND INSTALLATION SERVICES"

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

_____(Bidder) guarantees its Response to ITB #26-EL-001 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Bidder.

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

Dated this_____day of_____,_____
(Month) (Year)

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

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

Address: _____

_____

_____

Telephone: (____)_____ Email: _____

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

CORPORATION

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

Address: _____

_____

_____

Telephone: (____)_____Email: _____

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

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____Date: _____

Remainder of Page Intentionally Left Blank

CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Bid authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **ITB #26-EL-001**

Date: _____

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this ITB for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

2. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

3. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

4. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

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

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by:_____ [NAME] as the _____[TITLE] of _____[BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is_____.

2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Florida Statutes, Section 287.133(1)(a), means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Florida Statutes, Section 287.133(1)I, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. Indicate which statement applies:

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

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

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

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

_____
(Signature)

STATE OF FLORIDA
COUNTY OF _____

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

(stamp)

_____
NOTARY PUBLIC

FIRM INFORMATION

FIRM is a:

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

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

_____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

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

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

ITB #26-EL-001
"ANNUAL TREE SUPPLY AND INSTALLATION SERVICES"

SUB-CONTRACTOR LISTING

Provide a name, and address of all sub-contractors that have the potential to work on this Agreement/Project. No assigned project will be 100% completed by sub-contractors.

Sub-Contractor: Phone Number/E-Mail:

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►_____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

EXHIBIT "A"

PROJECT DESCRIPTION

This is an ongoing tree purchase and turnkey tree installation services contract located within the City of Mount Dora's right-of-ways, parks, buildings or other designated areas within the City of Mount Dora.

The City anticipates the annual purchase and installation of seventy-five (75) trees at a thirty (30) gallon size. The City reserves the right to purchase and install an additional twenty-five (25) trees at a thirty (30) gallon size if deemed in the best interest of the City. The successful Contractor(s) shall furnish all materials, equipment, truck, trailers, tools, supplies, staff and supervision for supplying a variety of 30 gallon trees and their subsequent installation per the ISA and IFAS standards for all work performed.

All trees will be purchased and approved by both the City Urban Forester/Arborist and Contractor/Vendor, using an approved FNGLA Nursery who provides Florida Fancy or Florida Grade #1 trees. Trees used will be selected by the City Urban Forestry division for vetting/approval of specific planting locations. The City anticipates two annual planting seasons to be applied under this ITB and contract.

All work assignments/projects are issued by means of a City Task Authorization, establishing a per assigned project cost based upon the assigned contractor's quotation utilizing unit pricing submitted under this ITB. All City approved Task Authorizations establish a "Not to Exceed" amount for the assigned project.

In the event the Contractor is unable to meet the City's requirements and schedules, the City reserves the right to award assigned work to another contractor or use other resources to perform this work.

Exceptions to the scope of work as presented shall be noted in the proposer's ITB.

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EXHIBIT "B"

SCOPE OF WORK

The Contractor/Vendor will be **purchasing and planting/installing** various types of thirty (30) gallon trees in City vetted locations throughout designated areas/locations within the City of Mount Dora. Tree Selection/Purchase and subsequent Planting/Installation will be performed per the following scope of work:

1. The City of Mount Dora has provided a list of tree species to be planted/ installed under Exhibit "D" of this ITB.
2. Trees selected shall be Florida Fancy or a minimum Florida Grade #1;
3. Upon award, the successful Contractor(s) shall provide, to the City Urban Forestry Department, a list of at least three suitable Tree Nurseries where quality trees will be purchased. Such nurseries must be a FNGLA Nursery. All listed nurseries must be reviewed and approved by the City Urban Forester/Arborist. Tree purchases considered from sources other than listed must be approved in advance by the City. All trees will be inspected by the City prior to the installation process;
4. Contractor/Vendor will be required to pick-up all noted trees from the selected nursery, for the purpose of installing/planting those trees throughout the City of Mount Dora;
5. Contractor/Vendor will be shown all vetted locations, for purpose of providing any comments on said locations, prior to ordering the specific trees and will be provided a written list noting all planting locations;
6. Each tree planting/install location will require utility locates to be performed prior to planting/install start. Failure to obtain proper locates will result in the Contractor being responsible for all damage costs.
7. The planting/install process will follow the highest level of ISA & IFAS standards at all times;
8. Each tree will be planted/installed with at least three (3) cubic feet of agreed planting media, thoroughly watered in at the time of planting, properly staked with a two (2) or three (3) stake method, pine bark mulch around the root ball and a tree watering gator bag installed;
9. City will supply a team of "Tree Stewards" which will attend to the watering needs of each tree installed/planted;
10. Tree groupings will be between thirty to fifty (30-50) trees at a time, with an average of forty (40) trees.
11. A minimum of up to one hundred (100) trees to be planted/installed per contracted year in up to two (2) annual planting cycles;
12. This work is for general installation of individual trees, any additional consideration outside of general installation will be addressed on an individual as needed basis.
13. Once Contractor has received the City list of approved/vetted tree planting locations (vetted and approved by both City and Contractor) the Contractor will have a maximum of two (2) weeks to plant/install the vetted trees. The Contractor will provide the City with a definitive completion date as part of each approved City Task Authorization document.

EXHIBIT “C”

SPECIAL CONDITIONS

PERMITS
Required utility locates may result in permit costs from outside agencies. The Contractor will be responsible for acquiring all permits, including DOT, Peoples Gas Transmission and Distribution, shall be completed by the contractor, and included as part of the submitted unit pricing. The Contractor will be responsible for complying with all provisions set forth within each permit. The contractor must confine work activities to the assigned project property, easements or public right-of-way. Failure to keep work activities to the authorized work zone shall make the Contractor liable for damage claims and property restoration. The contractor shall immediately notify the City if any significant deviation or if a problem occurs.

SAFETY
The Contractor shall conduct all operations in a safe manner and in accordance with all local, state, federal (such as OSHA), and any city regulations. The City reserves the right to inspect the Contractor’s safety and training records prior to and after the award of the contract or task order. The Contractor shall immediately correct any unsafe conditions identified by the City. In some cases, if the Contractor fails to immediately correct such unsafe conditions, The City may either have the unsafe conditions corrected by others at the Contractor's expense or direct that the work be stopped immediately in the area of the unsafe condition.

SIGNAGE BARRICADING AND SITE SAFETY
The Contractor is responsible for providing and installing all necessary warning, and safety devices including proper shoring and potential barricading that would protect the safety and health of the public and construction workers until the work has been finished and accepted. All barricading, signage, and safety equipment will be provided by the Contractor, and included as part of the submitted unit pricing.

If the work is carried on or adjacent to any street, alley, or public place, the Contractor shall, at the Contractor’s own cost and expense, furnish, erect, and maintain sufficient barricades, fences, lights, and danger signals, and shall take such other precautionary measures as are necessary for the protection of persons or property and of the work.

PROJECT COMPLETION/SCHEDULE
The City and Contractor shall establish a reasonable documented completion date at the beginning of each project. Work at any individual site shall be completed, including restoration in a timely fashion. If the Contractor is unable to meet the completion date established, the Contractor must promptly notify the City. The City will work with the Contractor through delays not caused by the Contractor such as weather, etc. The City requires any delays to be reported immediately on the scheduled workday. The City reserves the right to alter work in progress for emergencies or as deemed necessary. The City will establish the Contractor work hours and work days on a per project basis.

SITE CONDITIONS
If the Contractor encounters rock and or similar material, the City Representative must be notified immediately prior to continuation in order to determine a rock price and how to proceed. The City does not provide equipment staging areas.

MATERIALS
Unless otherwise noted, the Contractor is to supply all materials, equipment, fuel, tools and labor needed to complete the job safely and within the proposed timeline.

UTILITIES AND LINE LOCATES
The Contractor will be responsible for obtaining all necessary excavation locations (locates) and coordinating with other utilities in the work vicinity prior to digging. Other facilities may be present and each site shall be thoroughly researched prior to any work beginning. Florida Sunshine 811 network, https://sunshine811.com/.

CLEANUP AND RESTORATION
The Contractor shall be responsible for the cleanup and restoration of all areas disturbed in any way during the course of installation. The level of surface restoration must be equal to the original undisturbed condition or at a level approved by the City or permit specifications. The Contractor shall bring the surface to its original shape and finished grade. The Contractor is responsible for the control and disposal of all spoils onsite at each job location, in accordance with all State, Federal, and local requirements.

DAMAGES
Where damage occurs outside of the job site (i.e. Sod replacement, landscaping, fencing, concrete, and/or asphalt) the Contractor will make these repairs at their expense. Cleanup and restoration must be approved by the City representative before work is considered complete. Surfaces shall be restored to original or better condition and to the satisfaction of the City, governing authorities, and ROW owners.

WORK DAYS AND HOURS
Work days will be Monday through Friday with work hours from 7:00 am to 3:00 pm. No work shall begin before 7:00 am each day and all work shall cease by 3:00 pm each day.

MAXIMUM TIME FOR COMPLETION (PER PLANTING CYCLE/INSTALL PERIOD)
A maximum period of two (2) weeks will be adhered to for each planting cycle/install period. Both Contractor and the City will vet and approve tree locations per planting cycle. Once Contractor has received the approved vetted tree locations the Contractor will have two (2) weeks to complete the install of all noted and vetted trees for that cycle. Contractor will provide a specific completion date to the City prior to each planting cycle. For trees falling outside of the routine cycle of one hundred (100) trees, said tree plantings will follow the same protocol requiring a two (2) week completion.

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EXHIBIT "D"
Tree Variety List

1. Cathedral Oak – Quercus virginiana
2. Nuttall Oak – Quercus texana (formally nuttallii)
3. Wing Elm – Ulmas alata
4. Red Maple – Acer rubrum
5. Eastern Redbud - Cercis canadensis
6. Red Bottlebrush – Callistemon citrinus
7. Tabebuia – Handroanthus umbellatus (formally Tabebuia umbellate)
8. Crape Myrtle – Lagerstroemia indica (variety of colors, red, purple, pink but the larger cultivars)

NOTE: The City reserves the right to add or remove tree varieties as determined to be in the best interest of the City.

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EXHIBIT "E"
BID PRICING FORM

The quantities listed are estimates only. The City reserves the right to add or remove trees annually.

Therefore, the undersigned, Hereinafter called "Bidder" hereby certifies that he/she has familiarized himself/herself with the extent of the services, and having examined carefully the scope of services herein, propose to furnish all labor, equipment, transportation, fuel, tools and all associated services without exception, for "ANNUAL TREE SUPPLY AND INSTALLATION SERVICES". **Extended Total will be utilized for bid award purposes.**

DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT OF MEASURE (Size)	UNIT PRICE (Planting/Installation Services only)	EXTENDED TOTAL
	For bidding purposes only.			
Annual Planting/Installation of Trees (Varieties noted in Exhibit "D")	75	30 Gallon	$ _____/ tree	$

Bid Extended Total (written): _____ and _____ /100

Below items are for additional and miscellaneous Tree Planting/Installation Service needs only. Additional and Miscellaneous plantings listed below will only occur if/when requested by the City:

Additional Planting/Installation of Trees (Varieties noted in Exhibit "D")	100 (up to)	30 Gallon	$ _____/ tree
Miscellaneous Tree Plantings (Varieties noted in Exhibit "D"	25	15 Gallon	$ _____/ tree
Miscellaneous Tree Plantings (Varieties noted in Exhibit "D")	25	45 Gallon	$ _____ / tree
Miscellaneous Tree Plantings (Varieties noted in Exhibit "D")	25	65 Gallon	$ _____/ tree
Miscellaneous Tree Plantings (Varieties noted in Exhibit "D")	25	100 Gallon	$ _____/ tree

Tree Purchases:

Percentage markup on Tree Purchase Cost: _____ %. The percentage markup above shall be applied to each nursery invoice and shall include all labor, equipment, tools, fuel and associated services needed for the loading transport of trees from a nursery to the City. As proof of tree cost, Contractor will be required to provide a copy of each nursery invoice corresponding to a contractor invoice submitted to the City.

All costs in connection with the successful completion of the individual projects assigned, including furnishing all materials, equipment, fuel, supplies, appurtenances; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and/or lump sum prices bid. All Work not specifically set forth as a pay item on the Price Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered. All Contractor billing will be based upon approved TASK AUTHORIZATION quantities and total. A subsequent Purchase Order will be issued based on the City approved Task Authorization.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this ITB document and do hereby agree that if a contract is offered it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Mount Dora Purchasing Division for the price(s) as set forth herein in the Price Bid Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Company Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Company Authorized Representative Name: _____

Signature/Date: _____

PLEASE INCLUDE IN YOUR PRICING ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED WITH COSTS.

(Return both Pages of this Bid Pricing Form with your submittal)

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EXHIBIT “F”

ZOOM MEETING
ACCESS INFORMATION

Solicitation Opening via ZOOM:

Topic: Opening ITB 26-EL-001
Time: Dec 8, 2025 02:00 PM Eastern Time (US and Canada)
Join Zoom Meeting
https://us06web.zoom.us/j/85198377453?pwd=goWOyotHJQ7V0LDueCHkzF0C5OdSXv.1

View meeting insights with Zoom AI Companion
https://us06web.zoom.us/launch/edl?muid=c1c3b132-2219-4c89-9b78-82e8fdecec29

Meeting ID: 851 9837 7453
Passcode: 717073

One tap mobile
+13052241968,,85198377453#,,,,*717073# US
+13126266799,,85198377453#,,,,*717073# US (Chicago)

Join instructions
https://us06web.zoom.us/meetings/85198377453/invitations?signature=x-olrwAE2IqZbjm-GtTA4TazmcxjPXvN418cIxbCBaA

Invitation to Bid

NUMBER
ITB #26-EL-001

CITY OF MOUNT DORA

ANNUAL TREE SUPPLY AND INSTALLATION SERVICES

Whitney Donovan
Purchasing Coordinator

PSG Concrete & Excavation, LLC

Tab 1 - Company Executive Summary/General

Florida Limited Liability Company
PSG CONCRETE & EXCAVATION, LLC

Filing Information

Document Number L21000418831
FEI/EIN Number87-2759907
Date Filed09/22/2021
Effective Date09/22/2021
State FL Status ACTIVE

Principal Address

2101 STRATFORD DRIVE
DELAND, FL 32724

Mailing Address

2101 STRATFORD DRIVE
DELAND, FL 32724

Registered Agent Name & Address

WOOD, KENNETH
2101 STRATFORD DRIVE
DELAND, FL 32720

Authorized Person(s) Detail

Name & Address

Title Managing Member

WOOD, KENNETH A
2101 STRATFORD DRIVE
DELAND, FL 32720

PSG has over ten year's experience with multiple, municipal, MSA contracts that include the removal and installation of trees.

PSG maintains quality control by not using sub-contractors, owning of all equipment, and having the owner on-site on projects

COI attached.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Leighane Hall	
Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	PHONE (A/C, No, Ext): (386) 239-5743	FAX (A/C, No): (386) 323-9172
	E-MAIL ADDRESS: Leighane.Hall@bbrown.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Auto-Owners Insurance Company	18988
INSURER B :	American Builders Insurance Company	11240
INSURER C :	Southern - Owners Insurance Company	10190
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
PSG CONCRETE & EXCAVATION, LLC
2101 STRATFORD DRIVE
DELAND FL 32724

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		224682-72748067-25	02/28/2025	02/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		53-748067-00	02/28/2025	02/28/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			53-748067-01	02/28/2025	02/28/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV-0329312-03	02/28/2025	02/28/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS
CERTIFICATE HOLDER IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.
30 DAY NOTICE OF CANCELLATION, EXCEPT FOR NON-PAYMENT OF PREMIUM, WILL BE PROVIDED TO THE CERTIFICATE HOLDER BY THE CARRIER FOR GENERAL LIABILITY AND AUTO LIABILITY.

CERTIFICATE HOLDER

UTILITIES COMMISION CITY OF NEW SMYRNA BEACH
C/O: MY COI
P.O. BOX #501970, 8710 BASH ST
INDIANAPOLIS IN 46256

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Fuhrman

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	PSG CONCRETE & EXCAVATION, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1) 55373 0517 - BLANKET ADDITIONAL INSURED (ADDITIONAL INSURED - ONGOING OPERATIONS & COMPLETED OPERATIONS, PRIMARY AND NON CONTRIBUTORY)
2) 65034 (6-22) FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY (ADDITIONAL INSURED - LESSOR OF EQUIPMENT, ADDITIONAL INSURED - MANAGER OR LESSOR OF PREMISES, WAIVER OF SUBROGATION)

AUTO LIABILITY
1) 58504 0115 - DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE (ADDITIONAL INSURED)
2) 58583 0115 - WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET (WAIVER OF SUBROGATION)
3) 58540 1219 - PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE (PRIMARY & NON-CONTRIBUTORY)

WORKERS COMPENSATION
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

UMBRELLA LIABILITY
UMBRELLA POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY

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PSG Concrete & Excavation, LLC

Tab - 2 - Bidder Qualifications

Ken Wood, Managing Member
Equipment operator
5 years with firm
multi acre private residence in Deland, FL.
45, thirty gallon trees planted
$10,000
march 2025- march 2025

City of Port Orange
3- year master service agreement including
replacing of concrete sidewalks and 30 gallon landscape trees
$500,000 plus
2023-2026

City of South Daytona
3- year master service agreement including
replacing of concrete sidewalks and 30 gallon landscape trees
$500,000 plus
2023-2026

Jacob Pearson, Foreman
tree, mulch, stake, gator bag installation
5 years with firm
multi acre private residence in Deland, FL.
45, thirty gallon trees planted
$10,000
march 2025- march 2025

City of Port Orange
3- year master service agreement including
replacing of concrete sidewalks and 30 gallon landscape trees
$500,000 plus
2023-2026

City of South Daytona
3- year master service agreement including
replacing of concrete sidewalks and 30 gallon landscape trees
$500,000 plus
2023-2026
Page 1 of 2

Nathan Lowden, Driver
Driver
5 years with firm
multi acre private residence in Deland, FL.
45, thirty gallon trees planted
$10,000
march 2025- march 2025

City of Port Orange
3- year master service agreement including
replacing of concrete sidewalks and 30 gallon landscape trees
$500,000 plus
2023-2026

City of South Daytona
3- year master service agreement including
replacing of concrete sidewalks and 30 gallon landscape trees
$500,000 plus
2023-2026

PSG Concrete & Excavation, LLC

Tab 3 - Scope Response-Scope of Services

PSG fully understands the scope of services and has qualified and experienced personnel to execute the work orders. We have relationships with multiple tree nurseries, employees that are certified in heavy equipment and CDL's, who have done this type of work many times.

Work Plan:
Mobilize upon request to nursery and load trees in a 22 yard dump truck or flat bed trailer depending on size or quantity and properly securing.

After locates have been received, using a mini excavator or skid steer with auger and tree spade, we excavate, install and properly secure trees, while adding proper medium and water bags.

BIDDER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Bids.**

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

☑ All required and applicable forms have been signed and included (see page above.)

☑ All information as requested in the Bidder's Bid Form is included.

☑ Any addenda have been signed and included.

☑ The Bids must be submitted via www.demandstar.com no later than the specified due date and time. (Otherwise Bids cannot be considered.)

PSG Concrete & Excavation, LLC Company	2101 Stratford Drive Address
 Authorized Signature	Deland, FL 32724 City, State, Zip Code
Ken Wood, Managing Member Printed Name & Title	386-804-4678 Telephone No.
nlowden@psgconcrete.com Email kwood@psgconcrete.com	N/A Fax No.

BIDDER QUALIFICATION FORM

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

STATEMENT OF LITIGATION:

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

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

CONTRACT TOTALS:

List total contract amount for work performed on all completed and similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture.

$ 7,000,000.00 **Total Contract Amount for work done on all past related projects.**

REFERENCES:
Bank(s) Maintaining Account(s): Chase Bank 2596 Enterprise Rd, Orange City, FL 32763

(386) 775-0209

Surety/Underwriter: (if required) _____

_____

Other References: (Use additional sheets if necessary)
See attached reference form

_____

TYPE OF FIRM:

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

☐ Partnership/Years in Business: _____

☑ Sole Proprietorship/Years in Business: 5 years

☐ Other: Please list: _____ _____

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

PSG Concrete & Excavation, LLC	2101 Stratford Drive
Company	Address
	Deland, FL 32724
Authorized Signature	City, State, Zip Code
Ken Wood, Managing Member	386-804-4678
Printed Name & Title	Telephone No.
nlowden@psgconcrete.com	N/A
Email kwood@psgconcrete.com	Fax No.

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FLORIDA STATUTES, SECTION 287.138
CERTIFICATION

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

Print: Ken Wood
Title: Managing Member

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Ken Wood, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 2 day of December, 2025.

(stamp)

Nathaniel G Lowden
NOTARY PUBLIC, State of Florida

NATHANIEL LOWDEN
Notary Public - State of Florida
Commission # HH 424057
My Comm. Expires Jul 20, 2027
Bonded through National Notary Assn.

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

Before me, a notary public, in and for the State of Florida – at large, personally appeared, Ken Wood, and having first made due oath or affirmation, states:
(Write Name Here)

1. My name is Ken Wood.
(Write Name Here)

2. I am the Managing Member of PSG Concrete & Excavation, LLC.
(Insert Job Title) *(Insert Company Name)*

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

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

5. I affirm that the Company is not:

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

b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

Signed and Delivered on this 2 day of December, 2025.

BY: _____
Signature of Affiant

Ken Wood
Printed Name

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Ken Wood, as Managing Member of PSG Concrete & Excavation, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of December, 2025.

(stamp)

NATHANIEL LOWDEN
Notary Public - State of Florida
Commission # HH 424057
My Comm. Expires Jul 20, 2027
Bonded through National Notary Assn.

Nathaniel G Lowden
NOTARY PUBLIC

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Respondent Vendor Name: Ken Wood

Name of Company: PSG Concrete & Excavation, LLC

FEIN: 87-2759907

Authorized Representative's Name and Title:
Ken Wood, Managing Member

Address: 2101 Stratford Drive, DeLand FL 32724

Phone Number: 386-804-4678 Email Address: kwood@psgconcrete.com and nlowden@psgconcrete.com

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services equal to or over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies or other entities, for goods or services equal to or over $100,000.00 that are on the list of Scrutinized Companies or Other Entities that Boycott Israel or are engaged in a boycott of Israel.

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

https://www.sbafla.com/reporting/

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or the Scrutinized Companies or Other Entities that Boycott Israel and is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services of one hundred thousand dollars ($100,000.00) or more, it has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: Ken Wood

Authorized Signature (Name and Title): Managing Member

Print Name: Ken Wood

Print Title: Managing Member

Signature Bidder/Proposer understands and agrees that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services of one hundred thousand dollars ($100,000.00) or more, it has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.

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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 PSG Concrete & Excavation, LLC, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Authorized Signature

PSG Concrete & Excavation, LLC
Company

Ken Wood
Printed Name

Managing Member
Title

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Ken Wood, as Managing Member of PSG Concrete & Excavation, LLC, 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 2 day of December, 2025.

(stamp)

NATHANIEL LOWDEN
Notary Public - State of Florida
Commission # HH 424057
My Comm. Expires Jul 20, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC

CONFLICT OF INTEREST AFFIDAVIT

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

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

PSG Concrete & Excavation, LLC Company	2101 Stratford Drive Address
 Authorized Signature	Deland, FL 32724 City, State, Zip Code
Ken Wood, Managing Member Printed Name & Title	386-804-4678 Telephone No.
kwood@psgconcrete.com and Email lowden@psgconcrete.com	N/A Fax No.

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Ken Wood, as Managing Member, of PSG Concrete & Excavation, LLC, who personally swore or affirmed that ~~he/she~~ is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 2 day of December, 2025.

(stamp)


NOTARY PUBLIC



DECLARATION STATEMENT

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

RE: ITB NO. 26-EL-001 - "Annual Tree Supply and Installation Services"

Dear Mayor and Council Members:

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

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

The undersigned as Bidder, or on behalf of Bidder, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **ITB #26-EL-001 "ANNUAL TREE SUPPLY AND INSTALLATION SERVICES."**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 2 day of December, 2025 in the City of Deland, in the State of Florida.

PSG Concrete & Excavation, LLC Company	2101 Stratford Drive Address
 Authorized Signature	Deland, FL 32724 City, State, Zip Code
Ken Wood, Managing Member Printed Name & Title	386-804-4678 Telephone No.
kwood@psgconcrete.com and Email nlowden@psgconcrete.com	N/A Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Firm shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Firm or anyone employed or utilized by the Contractor/Vendor/Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

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

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☐ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

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

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

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

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

☒ 11. The Certificate must state **ITB #26-EL-001 "ANNUAL TREE SUPPLY AND INSTALLATION SERVICES"**

==========

BIDDER'S AND INSURANCE AGENT'S STATEMENT:

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

PSG Concrete & Excavation, LLC
Company

Authorized Signature

Ken Wood, Managing Member
Printed Name & Title

kwood@psgconcrete.com and
Email nlowden@psgconcrete.com

Brown & Brown Insurance Services, Inc.
Insurance Agency

Signature of Bidder's Agent

2101 Stratford Drive
Address

Deland, FL 32724
City, State, Zip Code

386-804-4678
Telephone No.

N/A
Fax No.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

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

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

☑ **YES**
☐ **NO**

PSG Concrete & Excavation, LLC
Company


Authorized Signature

Ken Wood, Managing Member
Printed Name & Title

kwood@psgconcrete.com and
Email nlowden@psgconcrete.com

2101 Stratford Drive
Address

Deland, FL 32724
City, State, Zip Code

386-804-4678
Telephone No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of Florida

County of Volusia

Ken Wood, being first duly sworn, deposes and says that:

I am the Managing Member of PSG Concrete & Excavation, LLC, (Bidder) which has submitted a Response to City of Mount Dora ITB #26-EL-001.

I am fully informed respecting the preparation and contents of the Response to ITB #26-EL-001, and of all pertinent circumstances respecting such Response.

Neither the Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the Bidder's Response to ITB #26-EL-001, or that of any other Bidder, or to fix any overhead, profit or cost element of the Response price or the price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Bidder's Response to ITB #26-EL-001 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

PSG Concrete & Excavation, LLC Company	2101 Stratford Drive Address
 Authorized Signature	Deland, FL 32724 City, State, Zip Code
Ken Wood, Managing Member Printed Name & Title	386-804-4678 Telephone No.

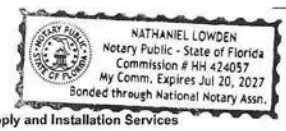
kwood@psgconcrete.com and
Email nlowden@psgconcrete.com

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ✓ physical presence or [ ] online notarization of Ken Wood, as Managing Member, of PSG Concrete & Excavation, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 2 day of December, 2025.

Nathaniel G Lowden
NOTARY PUBLIC

(stamp)



ACKNOWLEDGEMENTS

ITB #26-EL-001
"ANNUAL TREE SUPPLY AND INSTALLATION SERVICES"

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

PSG Concrete & Excavation, LLC (Bidder) guarantees its Response to ITB #26-EL-001 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Bidder.

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

Dated this 2 day of December (Month), 2025 (Year)

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

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

Address: 2101 Stratford Drive, DeLand FL 32724

Telephone: (386) 804-4678 Email: kwood@psgconcrete.com and nlowden@psgconcrete.com

Taxpayer/Employer Identification Number (TIN/EIN): 87-2759907

CORPORATION

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

Address: _____

Telephone: (____)_____Email: _____

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

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____Date: _____

Remainder of Page Intentionally Left Blank

CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Bid authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: PSG Concrete & Excavation, LLC

Authorized representative (printed): Ken Wood

Authorized representative (signature): _____

Project Number: **ITB #26-EL-001**

Date: 12/2/25

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this ITB for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Port Orange
   Address: 1000 City Center Circle, Port Orange, FL 32129
   Point of Contact: Denyce Frey
   Phone #: 386-506-5752 Email address: dfrey@port-orange.org
   Service(s) Provided: 3 year master service agreement including, excavation concrete, asphalt, de-watering, tree replacement
   Dates of Service: 2023-2026

2. Name of Company: City of South Daytona
   Address: 1672 S. Ridgewood Ave. South daytona fl
   Point of Contact: Luke Strydom
   Phone #: 386-898-4585 Email address: lstrydom@southdaytona.org
   Service(s) Provided: 3 year Master service agreement including sidewalk, curb gutter sod, trees,
   Dates of Service: 2023-2026

3. Name of Company: City of Daytona Beach
   Type text here
   Address: 301 S. Ridgewood Avenue, Daytona Beach, FL 32114
   Point of Contact: Kristine Dieulio
   Phone #: 386-871-6937 Email address: dieuliokristine@codb.us
   Service(s) Provided: 3 year Master service agreement including sidewalk, curb gutter sod trees
   Dates of Service: 2024-2026

4. Name of Company: Lake County Schools
   Address: 201 W Burleigh BLVD Tavares, FL
   Point of Contact: Gary Rogers
   Phone #: 352-267-5290 Email address: rogersg@lake.k12.fl.us
   Service(s) Provided: two - 3 year contracts one for ADA compliancy and concrete the other for site work including sod and tree removal/replace
   Dates of Service: 2023-2026

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

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Ken Wood [NAME] as the Managing Member [TITLE] of PSG Concrete & Excavation, LLC [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 87-2759907.

2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Florida Statutes, Section 287.133(1)(a), means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Florida Statutes, Section 287.133(1)I, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. Indicate which statement applies:

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____
(Signature)

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Ken Wood, as Managing Member, of PSG Concrete & Excavation, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 2 day of December, 2025.

(stamp)

Nathaniel G Lowden
NOTARY PUBLIC

NATHANIEL LOWDEN
Notary Public - State of Florida
Commission # HH 424057
My Comm. Expires Jul 20, 2027
Bonded through National Notary Assn.

FIRM INFORMATION

FIRM is a:

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

Federal Employer Identification Number: 87-2759907

Firm Name: PSG Concrete & Excavation, LLC

Mailing Address: 2101 Stratford Drive, DeLand FL 32724

Telephone No.: 386-804-4678 OR 386-847-4988 Fax No.: N/A

Email Address: kwood@psgconcrete.com and nlowden@psgconcrete.com Web Address: _____

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

Firm Name: Same

Remittance Address: _____

_____

_____

Submitted by: PSG Concrete & Excavation, LLC

Name & Title Printed: Ken Wood, Managing Member

ITB #26-EL-001
"ANNUAL TREE SUPPLY AND INSTALLATION SERVICES"

SUB-CONTRACTOR LISTING

Provide a name, and address of all sub-contractors that have the potential to work on this Agreement/Project. No assigned project will be 100% completed by sub-contractors.

Sub-Contractor:	Phone Number/E-Mail:
No Subs being utilized	

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PSG Concrete & Excavation, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2101 Stratford Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Deland, FL 32724

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
8	7	–	2	7	5	9	9	0	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 1/20/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

All costs in connection with the successful completion of the individual projects assigned, including furnishing all materials, equipment, fuel, supplies, appurtenances; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and/or lump sum prices bid. All Work not specifically set forth as a pay item on the Price Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered. All Contractor billing will be based upon approved TASK AUTHORIZATION quantities and total. A subsequent Purchase Order will be issued based on the City approved Task Authorization.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this ITB document and do hereby agree that if a contract is offered it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Mount Dora Purchasing Division for the price(s) as set forth herein in the Price Bid Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Company Name: PSG Concrete & Excavation, LLC

Address: 2101 Stratford Drive

Telephone Number: 386-804-4678 OR 386-847-4988

Email Address: kwood@psgconcrete.com and nlowden@psgconcrete.com

Company Authorized Representative Name: Ken Wood

Signature/Date: 12/2/25

PLEASE INCLUDE IN YOUR PRICING ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED WITH COSTS.

(Return both Pages of this Bid Pricing Form with your submittal)

Remainder of This Page Intentionally Left Blank

Detail by Entity Name

Florida Limited Liability Company
PSG CONCRETE & EXCAVATION, LLC

Filing Information

Document Number	L21000418831
FEI/EIN Number	87-2759907
Date Filed	09/22/2021
Effective Date	09/22/2021
State	FL
Status	ACTIVE

Principal Address

2101 STRATFORD DRIVE
DELAND, FL 32724

Mailing Address

2101 STRATFORD DRIVE
DELAND, FL 32724

Registered Agent Name & Address

WOOD, KENNETH
2101 STRATFORD DRIVE
DELAND, FL 32720

Authorized Person(s) Detail

Name & Address

Title MGR

WOOD, KENNETH A
2101 STRATFORD DRIVE
DELAND, FL 32720

Annual Reports

Report Year	Filed Date
2023	04/12/2023
2024	03/07/2024
2025	01/22/2025

BRUCE VICKERS, TAX COLLECTOR
OSCEOLA COUNTY, STATE OF FLORIDA
LOCAL BUSINESS TAX RECEIPT

EXPIRATION
SEPTEMBER 30, 2026

ACCOUNT NO.
211846

2026

BUSINESS TYPE:
5001 MISCELLANEOUS CONTRACTOR

07/01/2025
Oper N/A
Till Internet
Paid 30.00
Rcpt.#014448

226302

TRANSFER	0.00
ORIGINAL TAX	30.00
AMOUNT	0.00
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	30.00

BUSINESS:

PSG Concrete & Excavation LLC
2101 Stratford Dr
Deland, FL 32724

Location:
OUT OF COUNTY

Concrete Flatwork

Bruce E. Vickers

BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

THIS LOCAL BUSINESS TAX RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF FLORIDA AND OSCEOLA COUNTY ORDINANCE 95-10, AS AMENDED

The law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to State Law, all Local Business Tax Receipts shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax Receipt for the delinquent establishment. A 25% penalty shall be imposed on any person engaged in any new business, occupation or profession without first obtaining an Osceola County Local Business Tax Receipt. PLUS: if delinquent more than 150 days, subject to civil actions and penalties, and a penalty of up to $250.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the licensee from any other license or permits that may be required by law.

This form becomes a receipt when validated by the Tax Collector. Note: Display in accordance with the county ordinance. Local Business Tax Receipts are subject to change according to law.

PSG Concrete & Excavation LLC
2101 Stratford Dr
Deland, FL 32724

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

DATE: **February 3, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Change Order #1 for Purchase Order 25-01991 - Generator Repairs

Introduction:
This is a request for Council to approve change order #1 for purchase order 25-01661

Discussion:
On May 6, 2025, City Council approved q Generator Maintenance and Repair Contract with NIxon Power for regular major (annual) and minor (semi-annual) services and repair of emergency generators located throughout the City of Mount Dora. This agreement was pursuant to the award of RFP #25-UT-001 - Generator Maintenance and Repair Contract and awarded to Nixon in compliance with applicable Florida municipal procurement requirements and the procurement policies of the City of Mount Dora.

Approval of change order #1 in the amount of $13,543.92 to Nixon Power is requested to cover unforeseen generator repairs identified during maintenance that were necessary to ensure continued reliable and safe operation of the generator. The generators to be repaired are located at lift stations, various buildings, and water & wastewater treatment plants.

Budget Impact:
Funds allocated for generator inspections and repairs under GL 421-1950-536.46-01 balance of $115,000
Original PO Amount: $95,000
Change Order Amount: $13,543.92
New Purchase Total Amount: $108,543.92

Strategic Impact:
Objective 8.5 - Implementing Water and Wastewater maintenance programs to reduce operating costs and ensure good, reliable service.

Recommendation:

Council approve change order #1 for purchase order 25-01661.

Attachment(s):

1. Attachment #1 SIGNED.AGREEMENT.NIXON.RFP#25-UT-001.GENERATOR MAINTENANCE AND REPAIR.5.6.25 (1)
2. Attachment #2 PO 25-01661
3. Change Order Nixon Power 1.9.25

Prepared by: Aubrie Conn

Reviewed by:

Andrew Marsian, Public Works and Utilities Director	Approved - 1/22/2026
Whitney Donovan, Purchasing Coordinator	Approved - 1/22/2026
Matthew Dodson, Budget Officer	Approved - 1/22/2026
Jennifer Gates, Finance Director	Approved - 1/22/2026
City Attorney, City Attorney	Approved - 1/28/2026
Jeanann Hand, City Clerk	Approved - 1/28/2026
Vince Sandersfeld, City Manager	Final Approval - 1/28/2026

ATTACHMENT #1

AGREEMENT

THIS 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", Nixon Power Services, a Foreign Limited Liability Company, with its principal address located at 155 Franklin Road, Suite 255, Brentwood, Tennessee, 37027, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein.

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. CONTRACT DOCUMENTS.

This Agreement is comprised of this writing and the following documents:

- **EXHIBIT "A,"** RFP #25-UT-001and all attachments and addenda thereto.
- **EXHIBIT "B,"** CONTRACTOR's Bid Submission dated January 22, 2025, including all required forms.
- **EXHIBIT "C,"** PRICING SCHEDULE.

The terms of **Exhibits "A," "B," and "C"** are incorporated herein. This writing shall control in the event of conflict between those provisions set forth herein and those set forth within the Exhibits.

SECTION 3. TERM.

The term of this Agreement shall be for a period of two (2) years beginning on the date of execution by the CITY. By mutual agreement and funding availability, this Agreement may be automatically renewed for three (3) additional one (1) year renewal periods, unless either party provides a written notice of non-renewal no less than one-hundred twenty (120) days prior to renewal date.

SECTION 4. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services set forth in the Scope of Work as set forth in RFP #25-UT-001 attached hereto as **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.

SECTION 5. WARRANTY.

The CONTRACTOR agrees to provide a limited warranty to the CITY for defects in workmanship and materials services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, due to a defect in workmanship or materials attributable to the CONTRACTOR, the CONTRACTOR will be responsible for only for the reasonable and necessary costs incurred in repairing the warrantied services. The CONTRACTOR shall not be responsible for defects, failures, or damages caused by misuse, improper maintenance, normal wear and tear, modifications by the CITY or third parties, acts of God, or other causes beyond the CONTRACTOR's reasonable control. To the extent applicable, any manufacturer's warranty on materials provided or installed shall apply as per the terms of the manufacturer and shall be the CITY's exclusive remedy for material defects, be in addition to the warranty required hereunder but shall not expand the CONTRACTOR's obligations beyond those expressly stated in this Agreement.

SECTION 6. 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 7. 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 8. COMPENSATION.

A. The CITY agrees to pay CONTRACTOR for the performance of the services listed within **Exhibit "A"** in an amount not to exceed the per year rate as shown in the "Pricing Schedule," attached hereto as **Exhibit "C,"** for each of the initial two years shown beginning on the date of Agreement execution by the CITY. The CITY will allow one time annual increases of up to 5%, over then current pricing, for each renewal period. Any renewal period increase must be requested by CONTRACTOR no less than 90 days prior to the current period ending. If CONTRACTOR fails to request a renewal period increase at 90 days prior to the current period ending the CONTRACTOR forfeits any increase for the renewal period.

B. The CONTRACTOR will bill the CITY monthly based on actual work performed in the previous month. Each submitted invoice MUST include a report of location and generator serviced and the service dates. Each report MUST be signed by the assigned CITY representative(s) responsible to oversee this contract.

C. Work NOT performed or NOT performed according to the schedule identified in **Exhibit "A,"** or deficient work NOT corrected within 30 days of CITY's written notification of deficiency, will result in another contractor or CITY staff to perform the missed or deficient work. Costs of performing such work will result in those costs, based on pricing within **Exhibit "C,"** being deducted from the current invoice pending payment to the successful Contractor under this RFP. The CITY will make sole determination of missed and deficient work and of satisfaction of correction of such work.

D. Invoices and reports received from CONTRACTOR, will be reviewed and approved by the CITY, indicating services have been rendered in conformity with the Agreement. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

E. For the duration of the Agreement the CITY reserves the right to add or remove generators as needed. In the event a new generator is added, the CITY will request a written quote from CONTRACTOR. Per service quotes will be based upon the generator type/size and designated service required for the new generator. In the

event of the removal of a generator a contract reduction will be based on the annual cost of said generator as applicable per **Exhibit "C."** If a generator is removed at any point during a service year the total reduction will be prorated based on the price submitted times the number of service remaining to be performed in the applicable year or years for that generator.

F. 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 9. TERMINATION.

Should the CONTRACTOR be found by CITY at CITY's sole discretion, to have failed to perform services in a manner satisfactory to the CITY, the CITY may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience via providing written notice of termination (30) days in advance of termination. The City shall be sole judge of satisfactory and non-peformance.

SECTION 10. 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 prior to 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 11. INSURANCE.

A. The CONTRACTOR shall maintain the types of insurance and coverage set forth in **Exhibit "A."**

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 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 Resting 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 12. 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 13. 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 14. 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 15. 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

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 16. 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 17. 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 18. 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 19. INDEMNIFICATION.

Subject to any applicable limitations provided under Florida law, the CONTRACTOR shall be responsible for direct damages, losses, and expenses incurred by the CITY, in any way related to the services provided herein and this Agreement, which are caused by the acts and/or omissions of the CONTRACTOR, and only to the extent such damages, losses, and expenses are not attributable to the CITY's own negligence, willful misconduct, or that of any third party not under the control of the CONTRACTOR. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for claims, suits, judgments or damages, losses and expenses, including but not limited to reasonable court costs, expert witnesses, consultation services and attorney's fees, to the extent such claims arise directly from the negligent acts or omissions of the CONTRACTOR in the performance of 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. 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 20. 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 21. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 22. ASSIGNMENT.

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

SECTION 23. 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 24. 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 25. 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:

CITY:
City of Mount Dora
Attention: City Manager
510 N. Baker Street
Mount Dora, Florida 32756

CONTRACTOR:
Nixon Power Services, LLC
155 Franklin Road
Suite 255
Brentwood, TN 37027

SECTION 26. 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 27. 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 28. 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.

SECTION 29. 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 30. 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 31. 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 32. 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 33. 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 34. 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 35. 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 36. SCRUTINIZED COMPANIES.

Pursuant to § 287.135, *Florida Statutes*, Contractor hereby certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. Contractor further agrees that Contractor will not subcontract with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." Contractor certifies that none of Contractor's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event Contractor, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this 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 37. 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 incorporated herein by reference.

SECTION 38. 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 39. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF MOUNT DORA

_____

James Homich, Mayor

ATTEST:

_____

Jeanann Hand, City Clerk

CONTRACTOR

By: Jeffrey Durner

Print: _____

Title: Service Manager

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Jeffrey Durner, as Service Manager, of Nixon Power Services, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced FL DL as identification, and who did/did not take an oath this 9th day of April, 2025

(stamp)

_____

NOTARY PUBLIC, State of Florida

FELIPE NERI SOTO
Notary Public - State of Florida
Commission # HH 182353
My Comm. Expires Oct 6, 2025

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 6 day of MAY, 2025.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

CONTRACTOR

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

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

(stamp)

_____
NOTARY PUBLIC, State of Florida

EXHIBIT "A"

RFP #25-UT-001and all attachments and addenda thereto

EXHIBIT "B"

CONTRACTOR's Bid Submission dated January 22, 2025, including all required forms

EXHIBIT "C"

PRICING SCHEDULE

CITY OF MOUNT DORA
510 N Baker St
Mount Dora, Florida 32757
Phone:(352) 735-7120 Fax: (352) 385-2406
Email: accountspayable@mountdora.gov

PURCHASE ORDE

NO.: 25-01661
DATE: 06/13/25
VENDOR NO.: 102817

Issued To:

NIXON POWER SERVICES
PO BOX 306448
NASHVILLE TN 37230

Ship To:

COLLECTIONS
LEY VEDDER
401 LIMIT AVE
Mount Dora, FL 32757

PO Description: GENERATORS REPAIR AND MAINTENANCE

Quantity	Unit	Description	Unit Cost	Amount
1	EA	COLLECTIONS/ LIFTS STATION GEN REP/MAINT 421-1950-536.46-01	$70,000.00	$70,000.00
1	EA	WWTP 1- GENERATOR REPAIR/ MAINT 421-1940-536.46-01	$3,000.00	$3,000.00
1	EA	WWTP 2- GENERATOR REPAIR/MAINT 421-1940-536.46-01	$3,000.00	$3,000.00
1	EA	WTP 1- GENERATRO REPAIR/ MAINT 421-1920-536.46-01	$3,000.00	$3,000.00
1	EA	WTP 1- GENERATRO REPAIR/ MAINT 421-1920-536.46-01	$3,000.00	$3,000.00
1	EA	BAPTIST CHURCH- GENERATOR REP/MAINT 410-2020-531.46-01	$1,500.00	$1,500.00
1	EA	CITY HALL- GEN REP/MAINT 001-1510-519.46-01	$1,916.66	$1,916.66
1	EA	PUBLIC SAFETY BLDG (POLICE & FIRE)-GEN 001-1510-519.46-01	$1,916.66	$1,916.66
1	EA	PUB WORKS COMPLEX-GEN REP/MAINT 001-1510-519.46-01	$1,916.66	$1,916.66
1	EA	ANNEX- GENERATOR REP/ MAINT 001-1510-519.46-01	$1,916.66	$1,916.66
1	EA	BLDG MAINT STAFF-GEN REP/MAINT 001-1510-519.46-01	$1,916.66	$1,916.66
1	EA	FIRE STATION 35 001-1510-519.46-01	$1,916.70	$1,916.70

TOTAL: $95,000.00

Notes:

Please send all invoices directly to accountspayable@mountdora.gov

The Purchase Order Number MUST appear on all Packing Slips and Invoices.

The City is Tax Exempt Unless Otherwise Represented Above.

FL TAX # 85-8012621644C-3

FED ID # 59-6000380

The City reserves the right to amend, change or cancel this Purchase Order or any part thereof without recourse from the vendor shown. This Purchase Order is void 180 days after the listed delivery date above unless extended by written permission of the City.



Authorized Signature

1. **AGREEMENT.** This Purchase Order including the terms and conditions hereof, and other documents attached or referenced by the City constitute the sole and entire agreement between the parties hereto. The City does hereby retain the Supplier to furnish those goods and/or services and perform those tasks as described in this Purchase Order and as further described in any additional documents attached hereto by the City and incorporated herein. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. In the event of legal action in connection with this Purchase Order, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action which may be brought pursuant to this Purchase Order.

2. **DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the City to cancel this Purchase Order holding the Supplier accountable therefor, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Florida Statutes, Chapter 672, unless deferred shipment is requested and agreed to by the City in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the City's right to cancel this order with respect to subsequent deliveries.

3. **WARRANTY**. Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to City that the goods or services shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for City's particular purpose. Supplier further warrants that at the time the goods or services are accepted by City, they shall have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS.** This Purchase Order can be modified or rescinded only in writing executed by the parties.

5. **TERMINATION.** The City may, by written notice to the Supplier, terminate this Purchase Order, in whole or in part, at any time, either for the City's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice of termination, Supplier shall discontinue any further deliveries unless the notice directs otherwise. In such event, City shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Purchase Order. In no event shall City be liable for incidental or consequential damages by reason of such termination.

6. **INDEMNIFICATION.** The Supplier agrees to be liable for any and all damages, losses, and expenses incurred, by the City in any way related to the goods and/or services provided herein, caused by the acts and/or omissions of the Supplier. The Supplier agrees to indemnify, defend 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 acts and/or omissions of the Supplier through and including any appeals in any way related to the goods and/or services provided herein. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage and shall survive termination or natural expiration of this Agreement. The Supplier waives any and all right or opportunity to contest the enforceability of this paragraph and agrees that in the event this paragraph, or any part hereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this paragraph shall be construed so as to be enforceable to the maximum extent permitted by applicable law. It is understood and agreed that the City retains all rights, benefits and entitlements of sovereign immunity in accordance with Florida Statutes, Section 768.28.

7. **INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the City. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish the City with Certificate of Insurance upon request. Any certificate requested shall be provided to the City within ten (10) days from notice. Supplier shall notify the City in the event of cancellation, material change, or altercation related to the Supplier's Insurance coverage. **All policies shall name the City of Mount Dora as an additional insured.**

8. **INSPECTION.** All goods and services are subject to inspection and rejection by the City at any time including during their manufacture, construction or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the City, at is option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection and quality control.

9. **TAXES.** The City of Mount Dora is not subject to tax.

10. **FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to the City of Mount Dora, 510 N. Baker St. Mount Dora Florida 32757. Invoices are to be billed at the prices stipulated. All invoices must reference the City's Purchase Order number.

11. **DISCOUNT PAYMENT TERMS.** It shall be understood that the cash discount period to the City will be from the date of the invoice and not from the receipt of goods/services.

12. **PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this Purchase Order, subsequent to its acceptance but prior to payment therefor, will be applicable to this Purchase Order.

13. **PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling and shipping information and also this Purchase Order number. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

14. **QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from the City. Excess quantities may be returned to Supplier at Supplier's expense in the sole discretion of the City.

15. **ASSIGNMENT.** Supplier may not assign, transfer or subcontract any part of this Purchase Order or any right or obligation hereunder without the City's written consent. Any unauthorized assignment, transfer or subcontract shall be null and void.

16. **EQUAL OPPORTUNITY EMPLOYER.** The City is an Equal Employment Opportunity (EEO) employer and. as such, requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin and creed as may be applicable to the Supplier. Any authorized subcontracts shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

17. **RIGHT TO AUDIT RECORDS.** The City shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to performance under this Purchase Order or any supplement to this Purchase Order. Supplier shall maintain such books and records for a period of five (5) years from the date of final payment under this Purchase Order unless the City otherwise authorizes a shorter period in writing.

18. **FISCAL YEAR FUNDING APPROPRIATION.** Goods and/or services to be provided in accordance with the Purchase Order are subject to the annual appropriation of funds by the City in its sole discretion.

19. **FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept this Purchase Order as specified may be cause for cancellation. Suppliers who default are subject to suspension and/or debarment in the sole discretion of the City.

20. **AGREEMENT AND PURCHASE ORDER CONFLICT.** To the extent of any conflict between this Purchase Order or any purchase order or other document issued by the Supplier the terms and conditions of this Purchase Order shall prevail. Whenever the terms and conditions of any Main/Master Agreement, between the City and the Supplier, conflict with this Purchase Order, the terms and conditions of the Main/Master Agreement shall prevail.

21. **FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Florida Statutes, Chapter 119.

22. **E-VERIFY. EMPLOYMENT ELIGIBILITY VERIFICATION.** Supplier shall be registered with the U.S. Department of Homeland Security's E-Verify system to provide goods or perform work under this Purchase Order and shall fully comply with the requirements of Florida Statutes, Section 448.095. Information on the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

Rev. 1/2021

CITY OF MOUNT DORA

Purchasing Division

Whitney Donovan- Purchasing
510 North Baker Street
Mount Dora, FL 32757
Phone: 352-735-7176
donovanw@mountdora.gov

CHANGE ORDER – PURCHASE ORDERS

Today's Date: 1/7/2026 Original PO Number: 25-01661

Original PO Amount: $ 95,000 Change Order Number: 1

PO issued to: Nixon Power Services
(Vendor Name)

The following change(s) are requested to the purchase order per the attached documentation:

+ / - line # 1 by 1 (qty) @ $ 13,543.92 /unit GL #: 421-1950-536.46-01

+ / - line # _____ by _____ (qty) @ $_____ /unit GL #: _____

+ / - line # _____ by _____ (qty) @ $_____ /unit GL #: _____

Reason for Purchase Order Change: unforeseen repairs

New Purchase Order Total with Change Order: $ 108,543.92

Cancel Entire PO: YES or NO (circle one)

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing the change does not exceed 10% (not to exceed $100,000 in total in cumulative) of the latest approved contact value for the contract. Amendments to contracts greater than these amounts must be approved by City Council.

All change orders issued which modify a contract, the original and revised total cost of which exceeds 10% (not to exceed $100,000 in total in cumulative), shall require Council approval, unless otherwise specified in the Purchasing Policy.

SIGNATURE APPROVALS

_____ Division Manager

_____ Department Head

_____ Finance Director

_____ City Manager (Not to Exceed 10% of latest approved value up to a cumulative total of $100,000)

_____ City Council (Over a total value of $100,000)

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

DATE: **February 3, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval – Work Authorization #1: Purchase and Installation of Substation Distribution Electrical Breaker

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 $299,250.00 to expand additional capacity for the City's electric system.

Discussion:

The Mount Dora Substation was last upgraded in 2006, at which time the number of medium-voltage breakers was expanded from four to six, to support the electric distribution system. This request proposes the installation of one additional 600-amp medium-voltage breaker, increasing the total to seven breakers connected to the existing substation bus. The breakers operate at 12,470 volts, providing essential protection and control functions that ensure the safe and reliable delivery of power from the substation to the distribution system.

The Electric Department conducts an annual review of the City's power system capacity and reliability. The 2023 review identified significant growth in 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 that determined additional distribution capacity will be required by late 2027.

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 the Florida Municipal Power Agency (FMPA) through ITB 2022-034, dated May 17, 2023. As the breaker manufacturer, ABB will provide the new breaker, prepare the installation design, and perform the installation at the Mount Dora Substation. The City's electric utility currently operates five similar ABB medium-voltage breakers. City staff are fully trained in their operation and maintenance and have experienced no reliability or maintenance issues since the breakers were installed.

Budget Impact:
The project costs are $299,250.00, 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: Jeanann Hand, City Clerk
Reviewed by:

Wayne Zimmerman, Deputy Electric Utility Director	Approved - 1/22/2026
Steve Langley, Assistant City Manager-Electric Utility Director	Approved - 1/22/2026
Whitney Donovan, Purchasing Coordinator	Approved - 1/22/2026
Matthew Dodson, Budget Officer	Approved - 1/22/2026
Jennifer Gates, Finance Director	Approved - 1/22/2026
City Attorney, City Attorney	Approved - 1/28/2026
Jeanann Hand, City Clerk	Approved - 1/28/2026
Vince Sandersfeld, City Manager	Final Approval - 1/28/2026

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

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

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
SEAL
ALLEN COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES JANUARY 29, 2031
COMMISSION NUMBER NP0746486

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: 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

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

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 FMPA 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. <u>For this reason, FMPA recommends rejecting this submittal</u>. 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 SERVICS, 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:

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.

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

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

Travel Cost Breakdown:	Charge ($)
Mileage rate ($ per mile)	Included in standard rate
Travel Rate ($ per hour per man)	Same as Standard Rate

* NOTE: Please refer to the "FMPA Members by Zones" map for locations of zones and the cities therein.

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.

_____

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

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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 — 11/1/2022
Name and Title of Contractor's Authorized Official — Date

Compliance Declaration

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

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

Signature of Contractor's Authorized Official

Mark Hammes - Director Application Engineering & Proposals — 11/1/2022

Name and Title of Contractor's Authorized Official — 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 (Signature) Mark Hammes (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 Crossing Blvd
[name of bidder or contractor]
is 12722 Hamilton Crossing Blvd, Carmel IN 46032.

2. My relationship to ARB Inc
[name of bidder or contractor]
is Director Application Engineering & Process

[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 1ST day of NOVEMBER, 2022.

Notary Public

(Affix Seal)

BRAD VAN DER WEELE
NOTARY PUBLIC
SEAL
ALLEN COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES APRIL 11, 2023
COMMISSION NUMBER 664886

APRIL 11, 2023
My Commission Expires

BRAD VAN DER WEELE
Type or Printed Name

Signature

MARK Hampes
Printed Name

Dir - Applicable Engs. & Projects
Title

11/1/2022
Date

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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

Parts & Service: 1-888-434-7378

QUOTATION NO.	AH676935-1022-JWV-R0
DATE	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, Orlando, Florida 32819-9002
Phone	
Email	
Service Contact	Same
Phone	Same
BUYER PO NO.	TBD
SAP #	9033248

SUBMIT PURCHASE ORDER TO:
ABB INC.

ABB Contact	Alfredo Huete
Address	305 Gregson Drive 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 3rd 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 worked 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.

Parts & Service: 1-888-434-7378

QUOTATION NO.	H7424398-1125-CJD-R2
DATE	December 19, 2025

BUYERS INFORMATION:

Requested by	Wayne Zimmerman
Company	City of Mt. Dora
Address	510 N Baker St 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 rotory 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 qualificatoin 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 05351S6X3E3E5421drawings
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 Field & Service Center	Weekday	Saturday	Sunday Holiday
Class I - Specialized Field Engineer	$3,402	$4,946	$6,514
Class II - Field Engineer	**$2,786**	**$4,034**	**$5,282**
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/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 Article19:
"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 Party 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 war- rants 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 li- censes/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

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, polices, 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.

ATTACHMENT #3

ABB Comments, May 2, 2023

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".

W I T N E S S E T H:

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

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

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 IN DL 4890-04-2313 as identification, and who did/did not take an oath this 10 day of May, 2023.

(stamp)

JACOB CULP
NOTARY PUBLIC
SEAL
ALLEN COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES JANUARY 29, 2031
COMMISSION NUMBER NP0746486

NOTARY PUBLIC

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

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 FMPA 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. <u>For this reason, FMPA recommends rejecting this submittal</u>. 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 SERVICS, 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 _____

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.

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

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

Travel Cost Breakdown:	Charge ($)
Mileage rate ($ per mile)	Included in standard rate
Travel Rate ($ per hour per man)	Same as Standard Rate

* NOTE: Please refer to the "FMPA Members by Zones" map for locations of zones and the cities therein.

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.

_____

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
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 Technician~~ Field Engineer	$231.25		$1,850.00 daily rate min of 8hr per scheduled day
Overtime Hourly Cost ~~for Technician~~ Field Engineer	$346.87		$2,775.00 daily rate min of 8hr per scheduled day
Premium Hourly Cost for ~~Technician~~ Field Engineer	$462.50		$3,700.00 daily rate min of 8hr per scheduled day
Hourly Cost (Straight Time) for ~~Technician Supervisor~~ Field Engineer	$231.25		$1850.00 daily rate min of 8hr per scheduled day
Hourly Charges:			
Hourly Cost (Straight Time) for ~~Electrician~~ Field Engineer	Same as above		Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary.
Overtime Hourly Cost for ~~Electrician~~ Field Engineer	Same as above		Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary.
Premium Hourly Cost for ~~Electrician~~ 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 ~~Electrician Supervisor~~ 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 — 11/1/2022
Name and Title of Contractor's Authorized Official — Date

Compliance Declaration

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

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

Signature of Contractor's Authorized Official

Mark Hammes - Director Application Engineering & Proposals — 11/1/2022

Name and Title of Contractor's Authorized Official — 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 (Signature) Mark Hammes (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 Crossing Blvd [name of bidder or contractor]

is 12722 Hamilton Crossing Blvd, Carmel IN 46032.

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

is Director Application Engineering & Process

[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 1ST day of NOVEMBER, 2022.

Notary Public

(Affix Seal)

BRAD VAN DER WEELE
NOTARY PUBLIC
SEAL
ALLEN COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES APRIL 11, 2023
COMMISSION NUMBER 664886

APRIL 11, 2023
My Commission Expires

BRAD VAN DER WEELE
Type or Printed Name

Signature

MARK Hampes
Printed Name

Dir - Application Eng. & Projects
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 ☒X

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 ☒X

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 ☒X

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

Parts & Service: 1-888-434-7378

QUOTATION NO.	AH676935-1022-JWV-R0
DATE	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, Orlando, Florida 32819-9002
Phone	
Email	
Service Contact	Same
Phone	Same
BUYER PO NO.	TBD
SAP #	9033248

SUBMIT PURCHASE ORDER TO:
ABB INC.

ABB Contact	Alfredo Huete
Address	305 Gregson Drive 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 3rd 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 worked 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.	**Budget Account Number:** 415-5555-580.61-01 EL 2220
	City Project Manager: Wayne Zimmerman
Project Amount: $**299,250.00**	**Contractor:** ABB, Inc.
	Contractor Project Manager: 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

Each Task Authorization package shall include:

Exhibit A – Scope of Work
Exhibit B – Compensation
Exhibit C - Sub-Contractors
Exhibit D – Schedule

Recommended By:

Print: __Wayne R. Zimmerman _____

Date: __1/12/2025_____

Signature: _____

Reviewed By:

Print: _____

Date: _____

Signature: _____

CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name:	**Print Name:**
Signature:	**Signature:**
Date:	**Date:**

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

DATE: **February 3, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Work Authorization #1: Utility Tree Trimming and Vegetation Management Services

Introduction:
This is a request for City Council to approve a Work Authorization in the amount of $350,000 for Lewis Tree Service under the master services agreement with Florida Municipal Power Agency (FMPA) related to Utility Tree Trimming and Vegetation Management Services.

Discussion:
The City Electric Utility is requesting approval of Work Authorization 1 to issue a purchase order with Lewis Tree Service Inc. for continued Utility Tree Trimming and Vegetation Management Services. Lewis Tree Service Inc. has consistently demonstrated strong performance throughout the current contract term, meeting operational requirements, safety standards, and service expectations. The extended contract ensures continuity of critical vegetation management services, support system reliability, and avoids potential service disruptions that could arise from transitioning to a new provider.

The City of Mount Dora Electric Utilities Department has reviewed the master agreement and recommends approval of the Work Authorization and issuance of a purchase order in the amount of $350,000 to Lewis Tree Service Inc. under the extended Master Services Agreement with FMPA.

Budget Impact:
The Electric Department has budgeted $325,000 in the approved Fiscal 25-26 budget.
The other $25,000 will be moved from a differing maintenance GL at the mid-year budget amendment to total $350,000.

Strategic Impact:

Initiative 4 — Provide high-quality Services
Goal 10 — Ensure a safe and reliable electric and water supply and protect the environment and public through proper wastewater and storm water management.

Recommendation:

City Council approval of the Work Authorization and issuance of a purchase order to Lewis Tree Service, Inc., in the amount of $350,000, under the master services agreement with FMPA, for Utility Tree Trimming and Vegetation Management Services.

Attachment(s):

1. Work Authorization #1 - Lewis Tree
2. Attachment #1 FMPA Master Agreement Lewis Tree
3. Attachment #2 FMPA Agreement Extension
4. Attachment #3 Lewis Tree FY25-26 Mount Dora Pricing

Prepared by: Wayne Zimmerman, Deputy Electric Utility Director
Reviewed by:

Wayne Zimmerman, Deputy Electric Utility Director	Approved - 1/22/2026
Steve Langley, Assistant City Manager-Electric Utility Director	Approved - 1/22/2026
Whitney Donovan, Purchasing Coordinator	Approved - 1/27/2026
Matthew Dodson, Budget Officer	Approved - 1/27/2026
Jennifer Gates, Finance Director	Approved - 1/27/2026
City Attorney, City Attorney	Approved - 1/28/2026
Jeanann Hand, City Clerk	Approved - 1/28/2026
Vince Sandersfeld, City Manager	Final Approval - 1/28/2026

CITY OF MOUNT DORA
TASK AUTHORIZATION FORM

In accordance with the terms and conditions of the Master FMPA Master Agreement RFP# 2020-036, allowing contractual services between Lewis Tree and the City of Mount Dora, approved under Resolution 2019-181, dated January 2, 2024, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.	**Budget Account Number:** 410-2020-531.34-07
	City Project Manager: Wayne Zimmerman
Project Amount: $306,611.60	**Contractor:** Lewis Tree
	Contractor Project Manager: Danny Carter

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

Each Task Authorization package shall include:

Exhibit A – Scope of Work
Exhibit B – Compensation
Exhibit C - Sub-Contractors
Exhibit D – Schedule

Recommended By:

Print: Wayne Zimmerman

Signature: Digitally signed by Wayne Zimmerman Date: 2026.01.06 14:06:24 -05'00'

Reviewed By:

Print: _____

Signature: _____ Date: _____

CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Edward Selee - CFO/SVP	**Print Name:**
Signature: Ed Selee	**Signature:**
Date: January 14, 2026	**Date:**

EXHIBIT "A"
Scope of Services

PROJECT NAME: Distribution Utility Vegetation Management

This project proposes the contractual services of vegetation management outlined within the City of Mount Dora's specifications for distribution circuits M593, M597 and M598.

EXHIBIT "B"
Compensation

METHOD OF COMPENSATION: Hourly Rate and Fixed Fee with Not-to-Exceed Amount listed below.

Mount Dora Firm Pricing 2026

CIRCUIT	MILES	Firm Price Per Mile	
M593	9.2	$12,371.45	
M597	8.2	$12,371.45	
M598	7.4	$12,371.45	
Total Miles	24.8	$306,811.96	Total Circuit Cost

EXHIBIT "C"
Sub-Contractors

None

EXHIBIT "D"
Schedule

SCHEDULE OF SERVICES: CONTRACTOR shall complete the Scope of Work within the first six (6) months of the calendar year 2026.

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Master Services Agreement

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

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

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

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

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

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

Section 1. Scope of Services

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

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

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

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

Section 2. Term & Termination

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

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

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

Section 3. Compensation and Payment

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

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

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

Section 4. Independent Contractor Status

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

Section 5. Standard of Care

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

Section 6. Insurance

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

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

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

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

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

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

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

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Section 7. Indemnification

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

Section 8. General Terms and Conditions

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

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

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

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

(e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

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

FLORIDA MUNICIPAL POWER AGENCY	LEWIS TREE SERVICE, INC.
Signature: DocuSigned by: Jacob Williams 30475220FC51407...	Signature:
By: Jacob Williams Gen. Mgr. & CEO	By: Robert A Petrone SVP/CFO

Schedule A

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

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

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

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

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

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

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

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

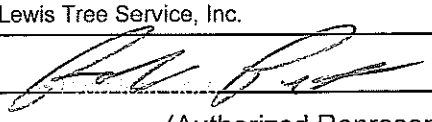
ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number None Dated _____

Number _____ Dated _____

Respectfully submitted:

Company Name: Lewis Tree Service, Inc.

Signature: 

(Authorized Representative)

Robert A. Petrone - CFO/VP

(Type or Print Name of Signer)

Address: 300 Lucius Gordon Drive

West Henrietta, New York 14586

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

Telephone Number:

Toll Free Number: (800) 333-1593

Date: 9/14/2020

FMPA RFP 2020-036
Distribution System Pricing

Contractor Company Name: Lewis Tree Service, Inc.

Authorized Signature: _____ **Date:** 9/14/20

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

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

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

DISTRIBUTION

Distribution System Work To Include Labor, Equipment, Materials and Disposal.	
Description (Higher Vegetation Foliage)	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1], including aerial lift	$ See cover letter
Non-truck Accessible – Climbing Crew Trimming	$ See cover letter
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	$ See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	$ See cover letter
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
Description (Lower Vegetation Foliage)	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1]	$ See cover letter
Mileage Rate for 3-person crew[1], including aerial lift	$ See cover letter
Non-truck Accessible – Climbing Crew Trimming	$ See cover letter
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	$ See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	$ See cover letter
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

If there is an adder price for areas of *extremely* dense foliage, please list cost here (per mile).	$ N/A
If there is an adder price for water ways or other terrain, please list cost here (per mile).	$ N/A

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

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

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

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

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

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

Unable in Zones 2, 3, 4, 5

Mobilization

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

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Hourly Crew Price				

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

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

TRANSMISSION

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

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

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

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

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

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

_____

Mobilization

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

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

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

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

EMERGENCY RESPONSE AND STORM RELATED SERVICES

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

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

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

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

Unable in Zones 2, 3, 4, 5

Mobilization

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

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

Mobilization and Other Charges	
	Unit Price
Travel Rate per Mile	$
Charge if work is cancelled prior to mobilization	$
Charge if work is cancelled after to mobilization	$
Per diem rate if overnight stay is required	$
Other:	$

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

REFERENCES:

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

1. Name: City of Leesburg, Florida

Address: 501 West Meadow Street

Leesburg, Florida 34749

Phone: 352-728-9819

Fax:

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

2. Name: Flint Energies

Address: 3 South Mason Street

Reynolds, Georgia 31076

Phone: 478-847-5124

Fax:

Contact: Jamie Grantham - jgrantham@flintemc.com

3. Name: Duke Energy - Florida

Address: 2166 Palmetto Street

Clearwater, Florida 33765

Phone: 727-893-9702

Fax:

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

COMPLIANCE FORMS

PROPOSER INFORMATION FORM
Exceptions & Clarifications
FMPA RFP 2020-236

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

✓	We TAKE exception as follows:

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

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

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

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

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

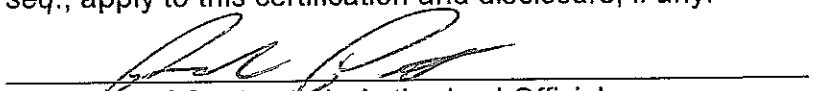
The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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



Signature of Contractor's Authorized Official

Robert Petrone - CFO/SVP

Name and Title of Contractor's Authorized Official

9/14/2020

Date

Compliance Declaration

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

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

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Signature of Contractor's Authorized Official

Robert Petrone - CFO/SVP

Name and Title of Contractor's Authorized Official

9/14/20

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

Proposer Lewis Tree Service, Inc.

By _____ Robert Petrone
Signature Printed or Typed Name

Title CFO/SVP

Complete Business Address of Proposer: 300 Lucius Gordon Drive
West Henrietta, New York 14586

State of Incorporation New York

Complete Address of Principal Office 300 Lucius Gordon Drive
West Henrietta, New York 14586

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:
Thomas Meyer
300 Lucius Gordon Drive
West Henrietta, New York 14586

Telephone (800) 333-1593 Fax (____) _____

E-Mail bids@lewistree.com

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

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

STATE OF New York

COUNTY OF Monroe

Before me, the undersigned authority, personally appeared Robert A. Petrone, who, being by me first duly sworn, made the following statement:

1. The business address of Lewis Tree Service, Inc.
[name of bidder or contractor]
is Lucius Gordon Drive, West Henrietta, NY 14586.

2. My relationship to Lewis Tree Service, Inc.
[name of bidder or contractor]
is CFP/SVP
[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 14th day of September, 2020.

_____
Notary Public

Jenny S. Brewster
Notary Public, State of New York
Monroe County, 01BR6130726
Commission expires 7-18-21

(Affix Seal)

7-18-21
My Commission Expires

Jenny S Brewster
Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

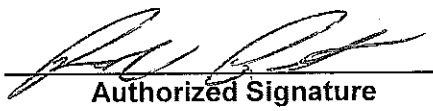
If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA RFP# 2020-236

Lewis Tree Service, Inc.
Firm

9/14/20
Date


Authorized Signature

CFO/SVP
Officer Title

Robert Petrone
Printed or Typed Name

DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned proposer in conformity with Florida Statute 287.087 hereby certifies that Lewis Tree Service, Inc. does:

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. See Published AM Storm Letter - Lewis Tree Service RFQ 21-0130 for Clarification on Distribution System Work and Emergency Response & Storm-Related Services pricing

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection 1.

4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that the undersigned complies fully with the above requirements.

Signature

Lewis Tree Service, Inc. - Robert Petrone

Name of Proposer

9/14/2020

Date

CERTIFICATE OF LIABILITY INSURANCE

11/1/2020

DATE (MM/DD/YYYY) 9/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667
INSURED 1480476 LEWIS TREE SERVICE, INC. DBA CAROLINA TREE CARE P.O. BOX 1118 CONCORD NC 28026	INSURER B : The Continental Insurance Company	35289
	INSURER C : Indemnity Insurance Co of North America	43575
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16942735 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	HDOG71233224	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 20,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	ISAH25292753	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	6043343632	11/1/2019	11/1/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WLRC66046485(AOS) WLRC66046527(MA)	11/1/2019 11/1/2019	11/1/2020 11/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FLORIDA MUNICIPAL POWER AGENCY IS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON THE GENERAL LIABILITY AND AUTO LIABILITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

16942735
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO FL 32819-9002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Arnello

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3.0 Trimmer

Qualifications:

- A total of twelve months experience working on tree trimming crews or clearing crews.
- Have a valid driver's license, CDL and/or medical certification as required for the vehicle being operated. Have valid First Aid and CPR cards.
- Have a basic knowledge of trees including identification, growth habits and correct arboriculture techniques for the trimming, pruning, repairing, maintaining and removing, as applicable to working in close proximity to energized conductors.
- Know and understand all AOP's that apply to the Advanced Trimmer Trainee description.
- Must successfully complete an Advanced Trimmer Trainee Technical Knowledge & Skills Certification.
- Must have and maintain a Herbicide and Applicators or operations certification and license as required by Lewis Tree Service Policy and state, local and federal law. Must have met all qualifications of Trimmer Trainee.

Nature of duties:

- Performs actual work functions as a Line Clearance Tree Trimmer while under direct supervision of a Crew Leader or a qualified Line Clearance Tree Trimmer. Removal of trees and brush, cleanup and disposal of debris.
- Operation of power equipment, such as trucks, chippers, aerial lifts, power saws, sprayers, use of ladders and hand tools.
- Spraying of brush and stumps, mixing proper application of spray chemicals to prevent damage to desirable vegetation.
- Responsible for the inspection and proper working conditions of all tools and equipment assigned to the worker by the crew leader.
- Safeguards employees and public from hazards in and around the working area. Helps enforce on the job safety practices.
- In addition to the above, performs other duties as required or as assigned.

1.0 Ground person

Qualifications:

- Have valid driver's license, CDL and/or medical certification as required for the vehicle being operated. Must be able to hear, speak and see, with ability to walk one mile or more.
- Must be able to obtain and maintain Herbicide Certification and licensing as required by Lewis Tree Service Policy and state, local and federal laws.
- Must be able to perform physical labor such as lifting a minimum of 50 lbs. to shoulder height or more.
- Must be capable of operating two handed equipment (chain saw, circular saw, etc) and have the physical ability to endure extreme climate variances.
- Must obtain and maintain CPR and First Aid cards.
- Must successfully complete the Ground person Technical Knowledge & Skills Certification.

Nature of Duties:

- Trims and/or removes trees by climbing or with aid of an aerial lift, but only under the direct supervision of a crew leader or qualified line clearance tree trimmer.
- Loads and unloads trucks with logs, brush and debris and/or feeds brush into brush chipper.
- Uses hand lines to lower limbs and equipment.
  Keeps work area picked up and orderly.
- Carries and lays out materials, tools and equipment at work site.
  Use and maintenance of small power tools at ground level.
- Sprays stumps and brush.
- Drives and operates trucks and other equipment as assigned.
- Keeps trucks and other assigned equipment in a neat and orderly fashion. Reports the need for repairs to truck and equipment to crew leader.

- Safeguards employees and public from hazards in and around the working area. Helps enforce on the job safety practices.
- Performs other related work as assigned.

11.0 General Foreman

Qualifications for a general foreman.

- Must have a minimum of four (4) years experience as a Crew Leader.
- Must have a valid drivers license.
- Know, understand, and positively communicate with the public, customers, fellow workers, superiors, and corporate personnel.
- Must demonstrate the ability to effectively communicate with the public, customers, fellow workers, superiors and corporate personnel.
- Well-groomed and properly dressed.
- Understands the hours of service as a General Foreman will exceed that of a Crew Leader classification.
- Have a working knowledge of all equipment associated with line clearance activities.
- Have knowledge of climbing skills and other aspects of electrical line clearance operations, which may include having a pesticide applicator license.
- Must have a thorough knowledge of proper pruning techniques.
- Must be honest, trustworthy, and portray the Company in a positive light.
- Must be extremely safety conscious.
- Must have met all qualifications and nature of duties of a Crew Leader.

Responsibilities

- Visits crews on a minimum of a weekly basis giving guidance, instructions and necessary supplies.
- Supervises Crew Leaders making sure they are fulfilling the Crew Leader qualifications and nature of duties.
- Observes, supports, and gives guidance to Crew Leaders for achieving maximum results in operational priorities.
- Calls on existing customers to assure customer satisfaction.
- Responsible to see that equipment repairs, preventative maintenance, and purchasing policies and procedures are properly followed.
- Works directly with Risk Management Department to ensure all safety procedures are followed and proper safety equipment is being worn.

- Conducts incident analysis directly after incidents occur, working in conjunction with Risk Management guidelines.
- Assist manger in the bidding process.
- Attends internal and external training courses which pertain to improving abilities toward human relations skills, business management and technical aspects of the tree industry.
- Keeps manager informed of crew activities, results, equipment problems, employee and customer concerns.
- Performs other duties as assigned by supervisor.

HUMAN PERFORMANCE

2020 Lewis Tree Services Safety and Human Performance Plan

"We believe learning is key to keeping people safe."

Beth Lay

June 2020

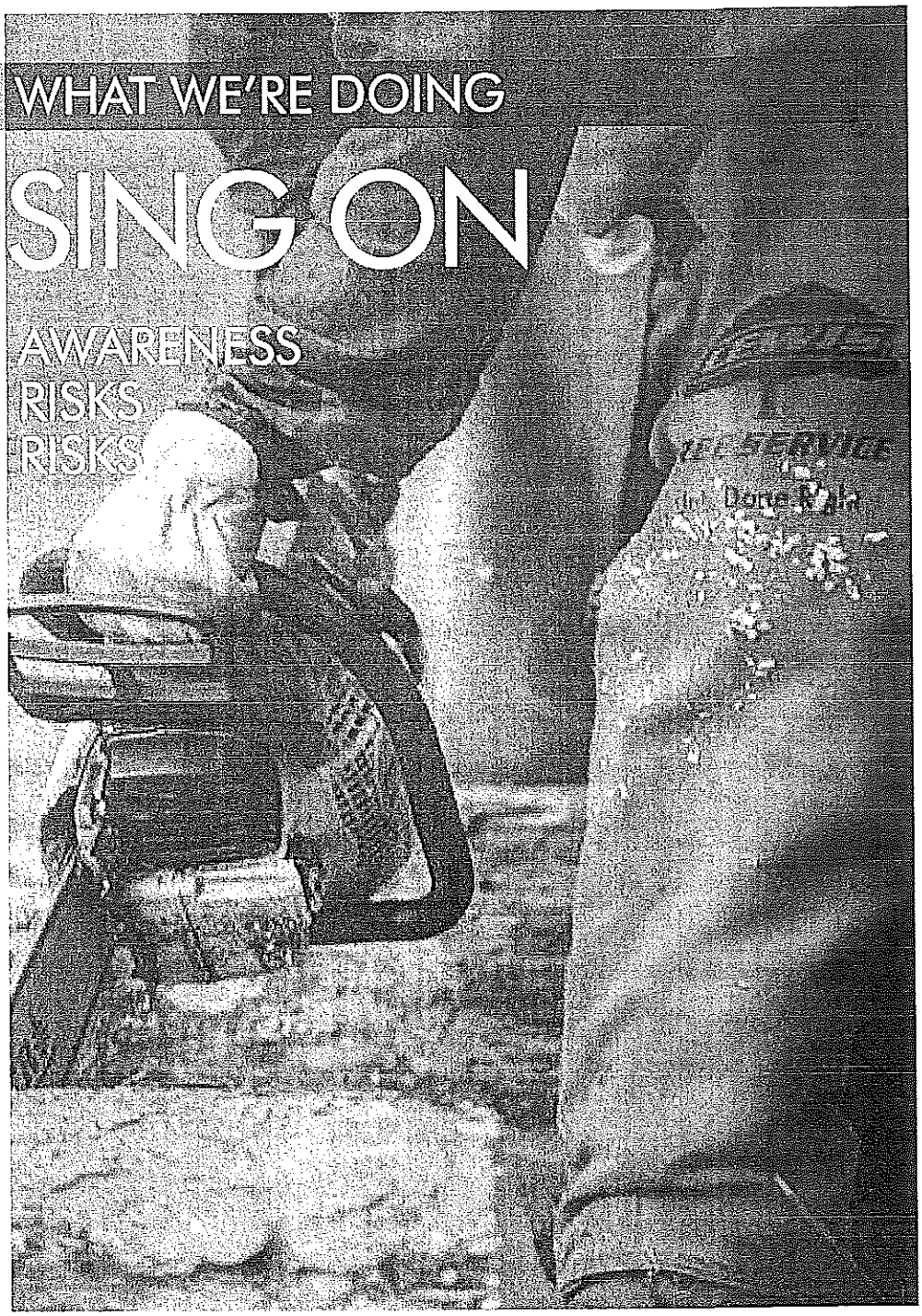
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Serious injury potential risks. Promote learning. Act to create safety.

WHAT WE'RE DOING

FOCUSING ON

SITUATION AWARENESS
STRUCK-BY RISKS
LINE OF FIRE RISKS



We're breaking our big goal—to reduce Serious Injury Potential (SIP) events—into small parts so we can improve on each and get an even greater overall gain.

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Key actions we take to support and lead our Safety Plan:

1) Field Observations conducted by both safety and operations leadership (mandatory number of observations required)
2) Observation tool is an app that helps us trend data , and push observed risks or violations of our 9 to Know critical behaviors.
3) Dedicated Team of Safety professionals
4) Monday morning incident review call
5) Monday morning Safety Leadership call
6) Tuesday morning significant close call review call.
7) Learning plan (see pg. 17).

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9 to Know

- Maintain Drop Zone
- Use Fall Protection 100% of the time, in lift and climbing
- Maintain Minimum Approach Distance

- 360 Degree Walk Around and Spotter when backing
- Wear Seat Belts
- Establish Work Zone

- No One-Handed Chainsaw Use
- Wear Leg Protection (chaps or chainsaw paints) While cutting on the Ground
- Chipping With Harness On Prohibited

People are a source of success.

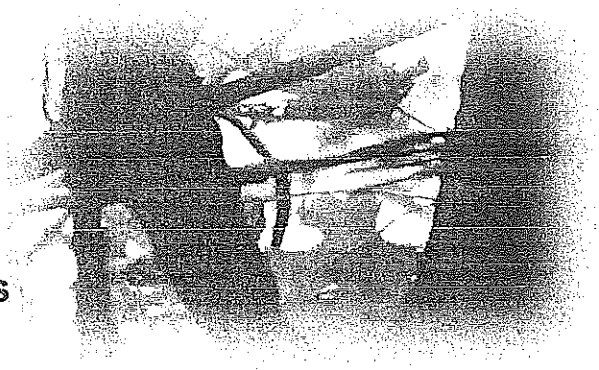
A NEW VIEW OF SAFETY

Learning from Success:
Jobs Done Right



"Stopped and assessed ...get 2nd opinion. ...limbs had pushed phase wires secondaries to be within 3" to 4" from touching. Because we brought in another set of eyes, we discovered that the neutral wire had 2 to 3 strands of wire broken, leaving only a couple of strands holding it together. ...requested an outage."

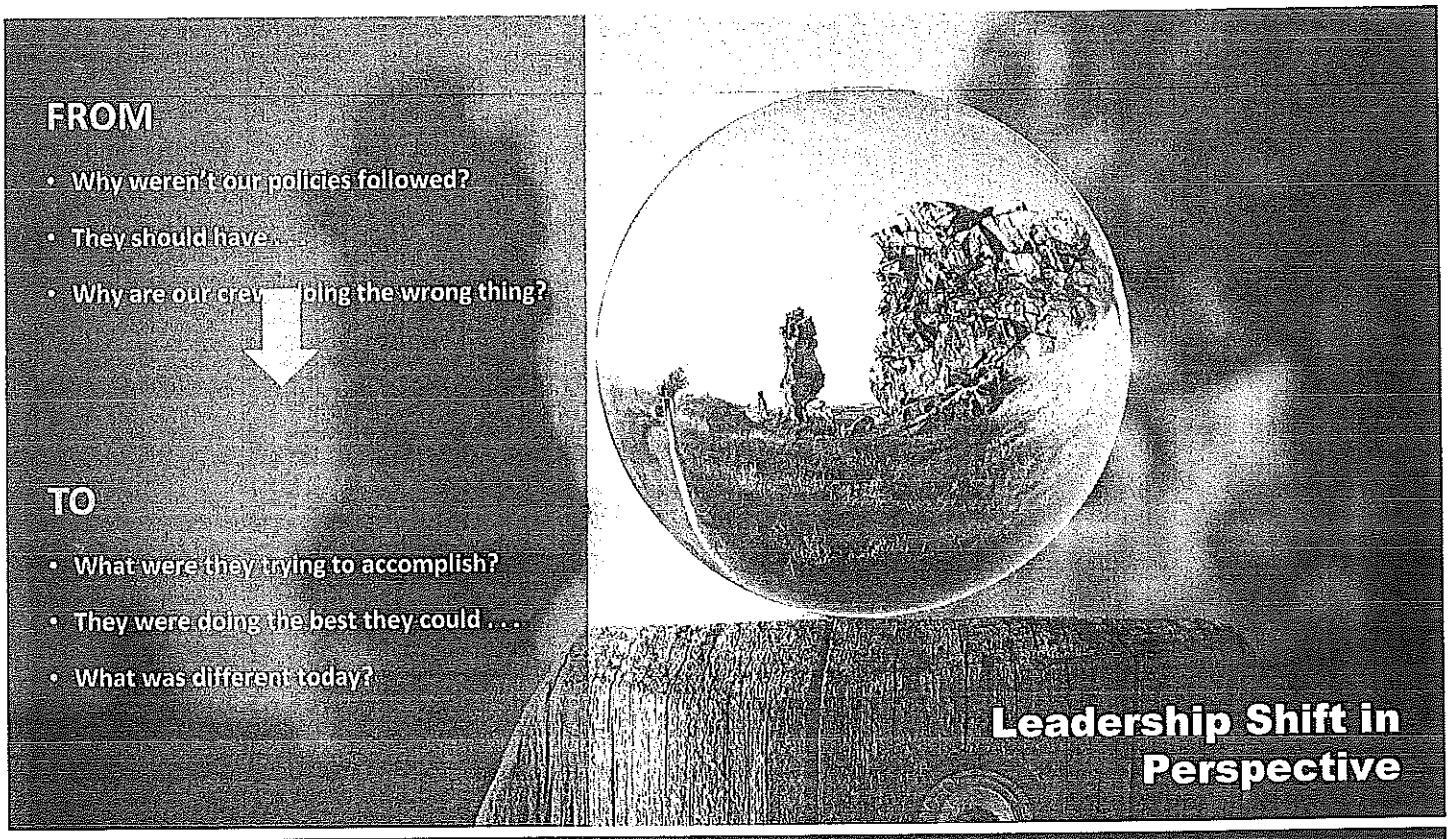
- Noticing weak signals, critical cues, high risk situations, emergent risk.
- Pausing.
- Seeking "fresh set of eyes".
- Asking questions to probe risks.
- Taking actions to lower risks.
- Learning from **After Action Reviews**

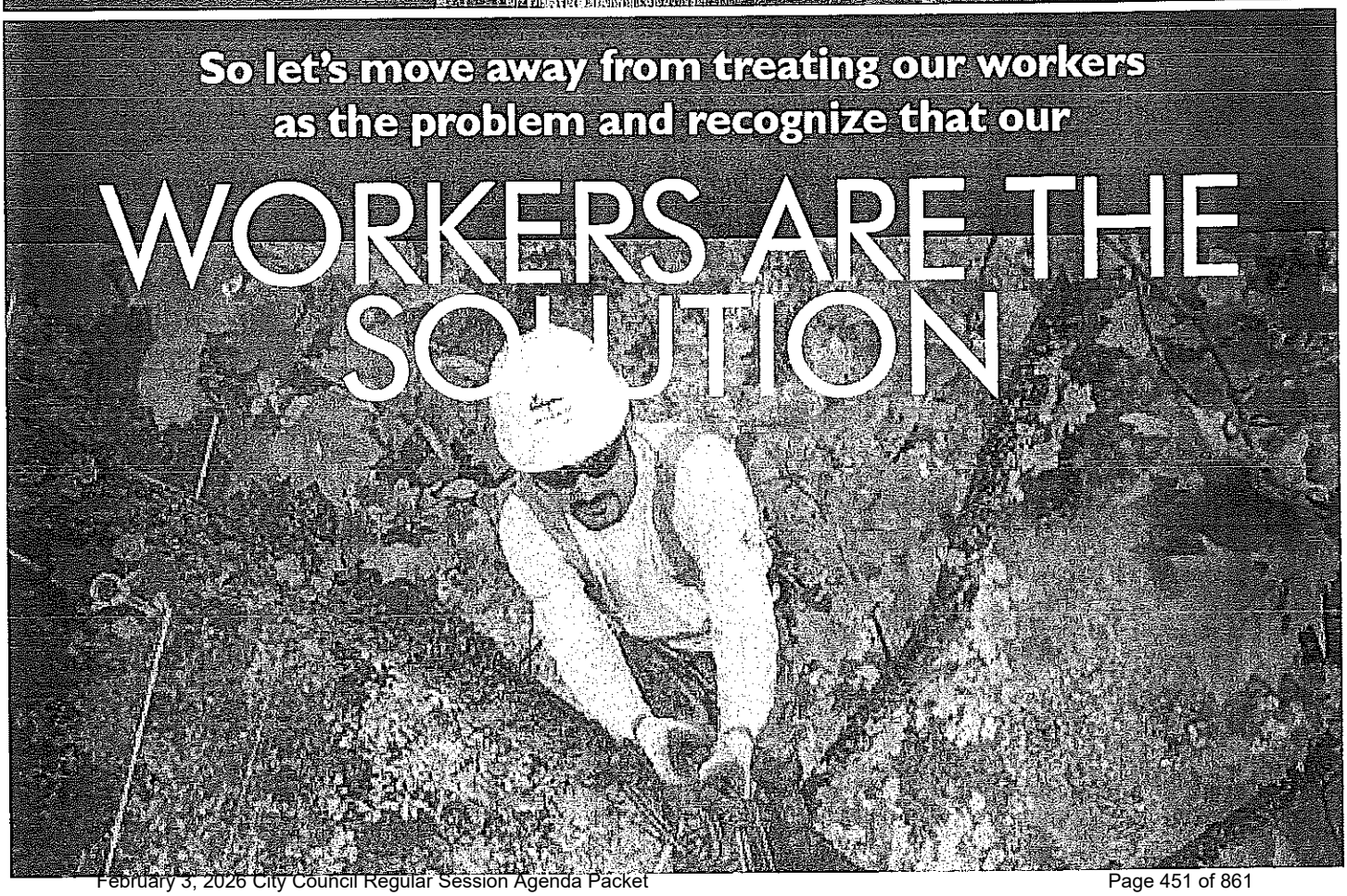


"I believe we are witnessing a change in our safety culture, happening right before of our eyes."

Safety Specialist

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FROM
• Why weren't our policies followed?
• They should have . . .
• Why are our crew doing the wrong thing?
TO
• What were they trying to accomplish?
• They were doing the best they could . . .
• What was different today?
Leadership Shift in Perspective


So let's move away from treating our workers as the problem and recognize that our
WORKERS ARE THE SOLUTION

Line clearance work has extraordinary level of variability.

A NEW VIEW OF HUMAN PERFORMANCE

How Lewis Differs from Traditional HuP

1

safe + reliable + resilient

(Surprise happens.)

How Lewis Differs from Traditional HuP

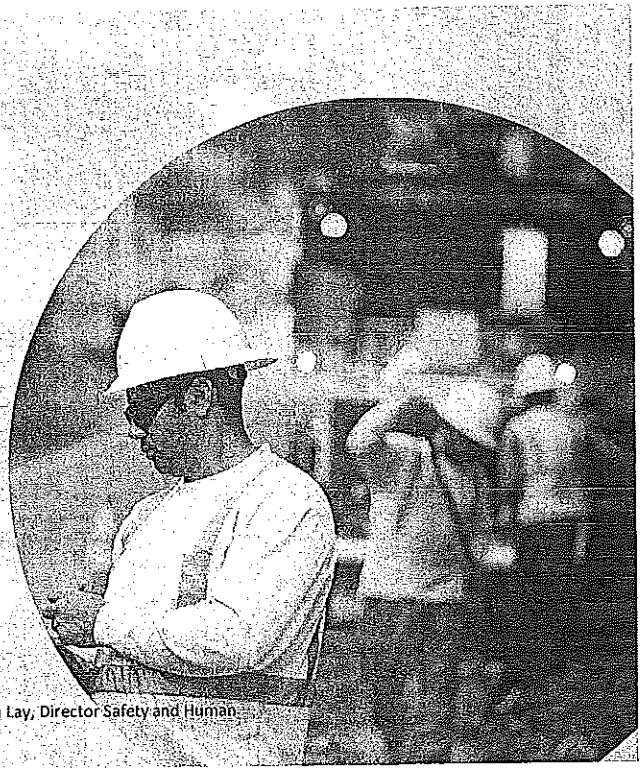
2

error management + adaptive capacity

Adaptive Capacity

Having the flexibility and resources
(time, materials, money, space, knowledge, skills, etc.)
to change the way a person, team, or unit operates

Usually occurs in response to variability and surprise
(i.e., options to respond when your boundaries are challenged)



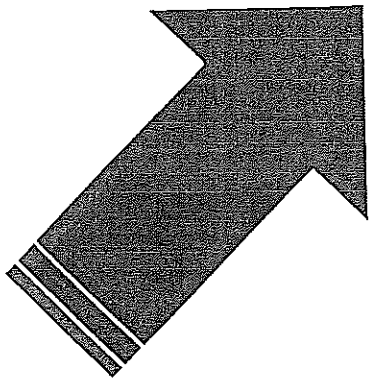
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Our Definition of Human Performance

Building Adaptive Capacity

Operational Excellence

Being in continuous practice to deepen knowledge and enable us to adapt, improvise and overcome



Operational Discipline

Preventing errors we can prevent & keeping non-preventable errors from resulting in serious events

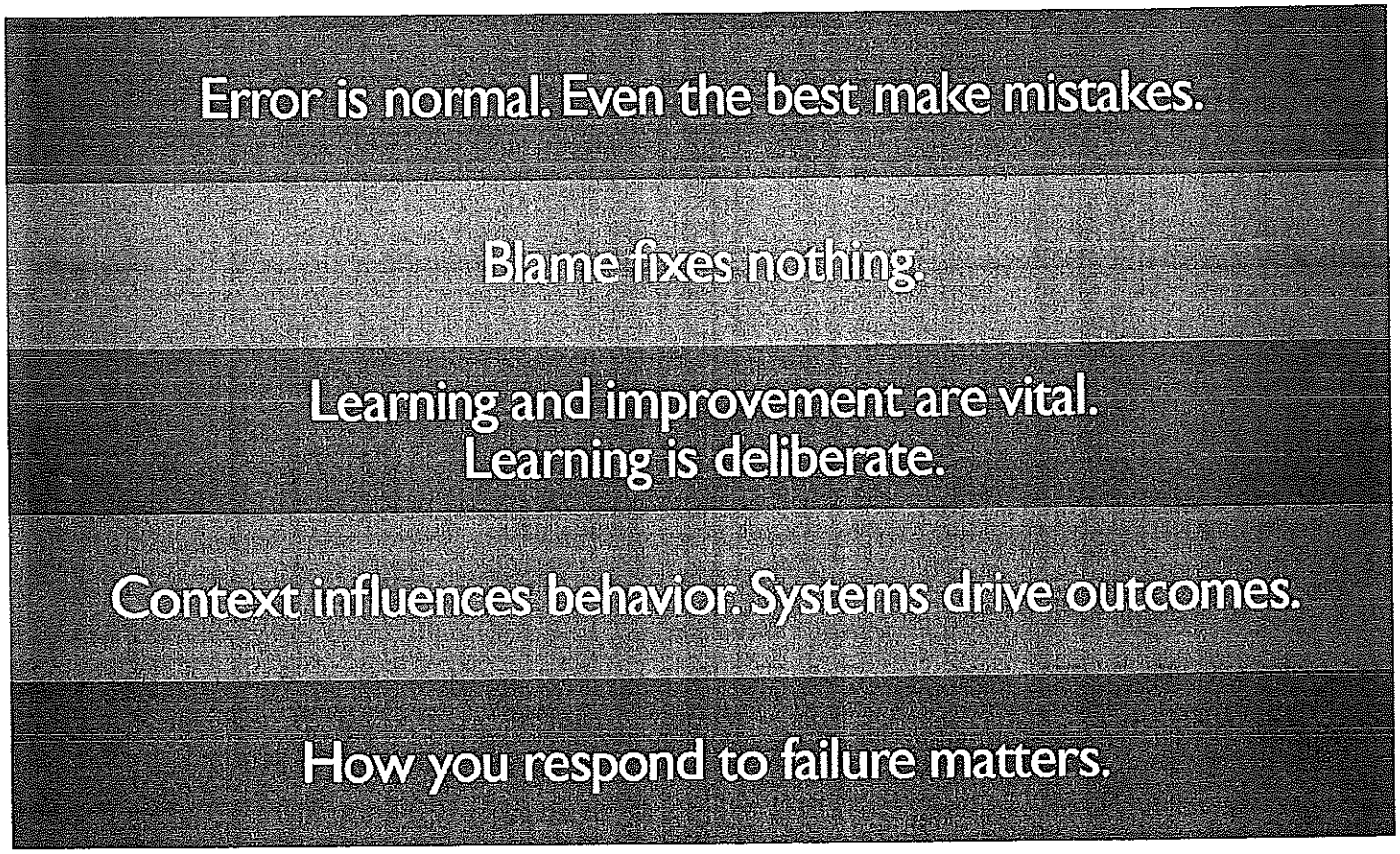
Adhering to Policies & Procedures



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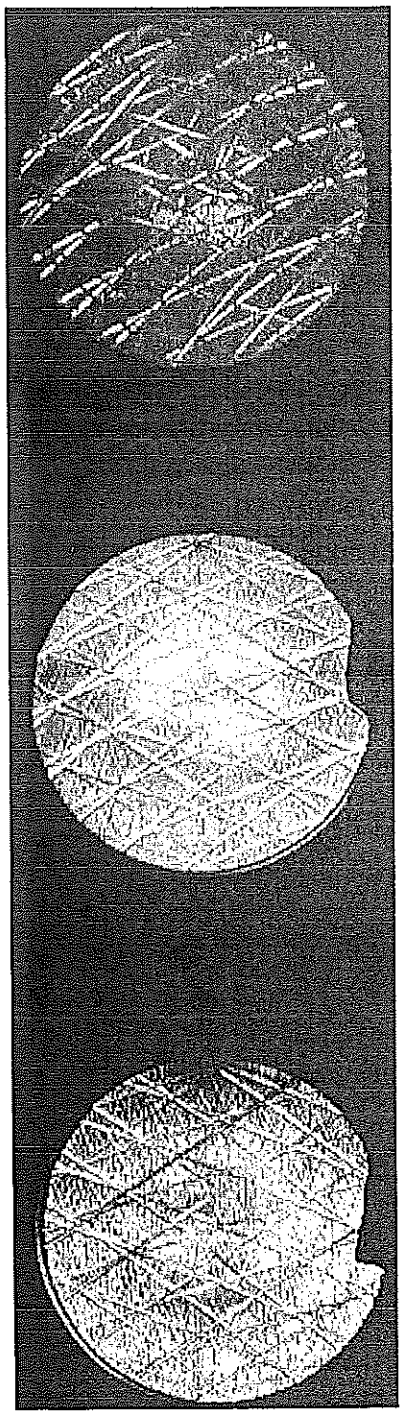
HUMAN PERFORMANCE

FIVE KEY PRINCIPLES



Credit: Todd Conklin

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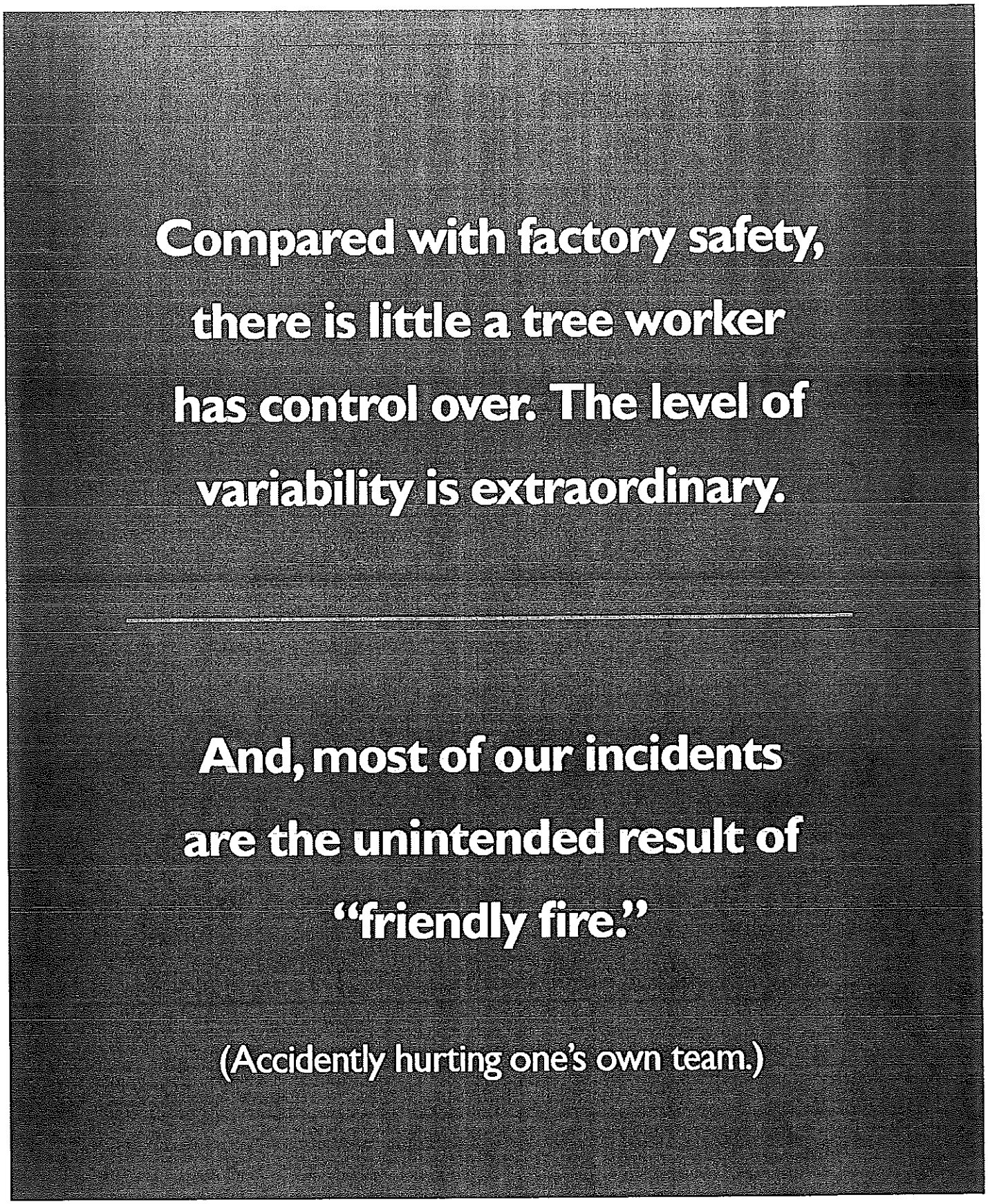


VARIABILITY IS INEVITABLE.

Factors that indicate increased risk:

- Changing phases of work (e.g., making the last cut when others think we're already done)
- Workers are inexperienced or new to the team and don't notice the cues
- It's just before a break or the end of the day
- Something is hung (e.g., limb, piece of tree, saw)
- The tree has a heavy lean or is in poor condition
- Dead or decayed wood is present
- There are heavy vines or entwined canopies
- The crew member is in an awkward position (e.g., bracing to make a cut on an incline)

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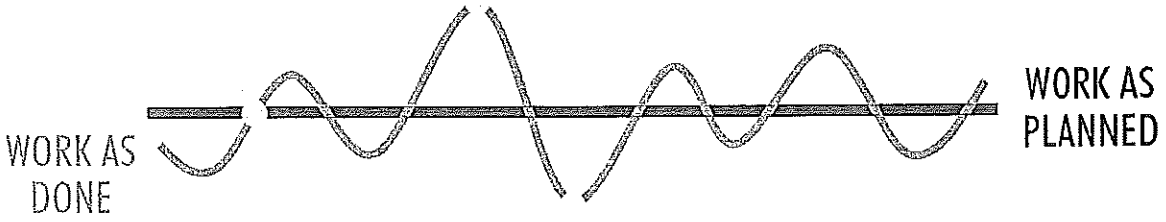

Compared with factory safety, there is little a tree worker has control over. The level of variability is extraordinary.
And, most of our incidents are the unintended result of "friendly fire."
(Accidently hurting one's own team.)

There are 100 ways to take down a tree.

LEARNING FROM WORK AS DONE

Good day: work goes as planned

Great day: work goes better than planned



Work does not go as planned*

Weather, complications, emergent work, etc.

*Work does not go as planned **BUT** most of the time is still successful.

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LEARNING PLAN
AND
EXAMPLE TOOLS & PRACTICES

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Human Performance and New View Safety Learning Plan (began 10/2019)

Safety and Operations team to design and implement a Learning Plan to provide direction and align actions as we go forward in learning about new view safety and human performance.

Strategy: We begin with Human Performance Tools including the safety science and "why" behind each tool, cycling through a focus on our most serious risks. Learning occurs through: leaders teaching those who report to them (cascade), conversations on the corporate safety call, interactive Tactical Tailgate stories during morning meetings, and action-oriented learning via "drill day".

The plan is "learner led", this means opening-up time frames, flexibly, based on where learning is happening and where it's not, with solutions on how to move it. The plan is living / fluid, we've made many adjustments as we've learned what works (ex. stories – but keep stories short, drills) and what doesn't work (ex. external speakers who are academic, quick moving schedule).

We are **practicing human performance tools:**
We are spending a lot of time on **After-Action Reviews** as this tool is critical in shifting culture from "telling" to "learning and thinking".
Serious Injury Potential Close Call Mining (with storytelling coach)
Press Pause – situation awareness tool, uniquely designed for our work, based in current cognitive and safety science

We cycle through these **high-risk types of work and are also guided by SIP close call and incident trending:**
Managing drop zone / avoiding struck-by
Avoiding line of fire
Working safely at elevations
Safe equipment operation

Every week, a team comprised of a regional vice president, safety specialist, and safety manager design and lead us through the Corporate Safety call, policy review, tactical tailgate story, and drill for hands-on learning.

Sample Learning Plan Structure:

	Week 1	Week 2	Week 3	Week 4	Week 5
	Avoiding struck-by/managing drop zone	Avoiding struck-by/managing drop zone	Avoiding line of fire	Avoiding line of fire	Flex week
Mon.	Policy + Tactical Tailgate Story (incident learning)	Safety science + drill	Policy + Tactical Tailgate Story (incident learning)	Safety science + drill	Safety call + Reflect and review, make-up missed stories, hear voice of field
Tues.					
Wed. Drill Day		Drill		Drill	Reflect, review, hear voice of field

Drill Day

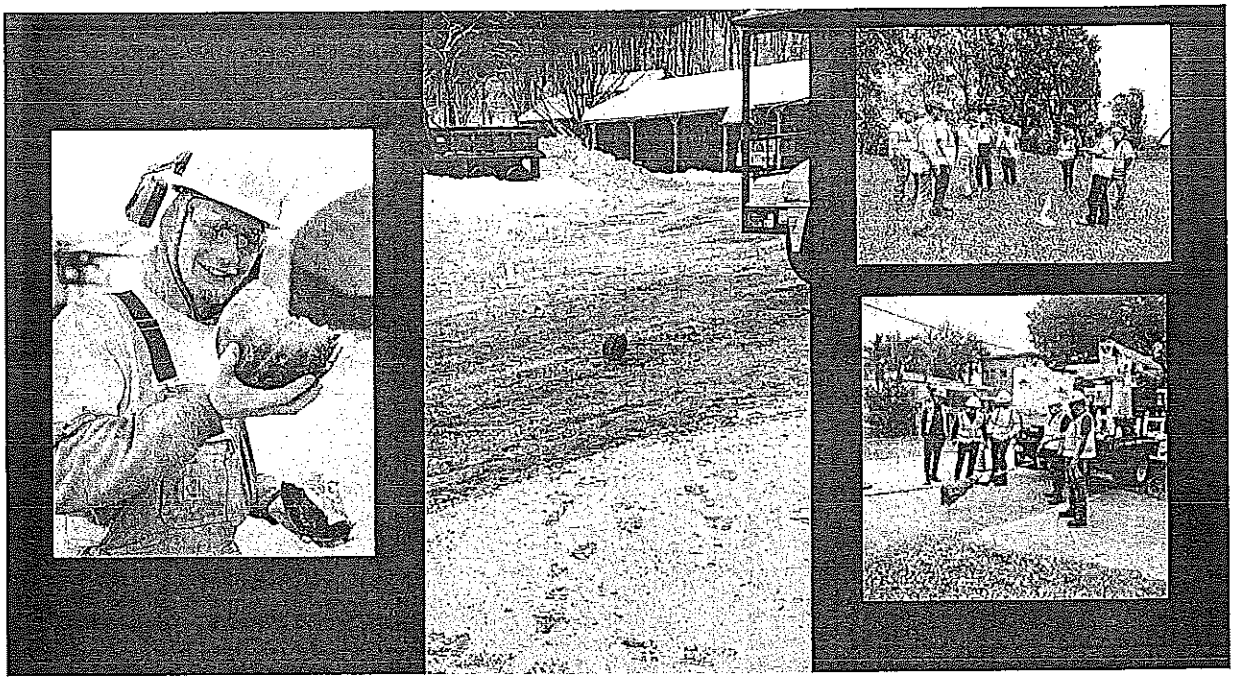
Teams who excel... teams who win...have one thing in common: they practice...a lot. They practice the fundamentals over and over until they become automatic.

Lesson: Don't assume people know how to do the basics the safest, most efficient way.

We are getting back to the basics for our highest risk work in our drills. We are creating the space to practice and discover ways to do things better.

Drill Day helps:

- Discover gaps in our system
- people experience the physicality
- Provide an opportunity for new workers to ask questions and understand the WHY
- Build team relationships
- Work through how to handle variability
- Engage leadership around "work as done"
- Bring safety and operations close together (not delegating safety)



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Stories build collective memory

"We keep having the same incidents over and over"

Why? Relaying the facts—not telling the story!

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Tactical Tailgate Story

LEWIS

Mine 1

- Probe the extremes: (worst, best, first, last, hardest, proudest, scariest)
- Get to the emotion

Craft 2

- Engage the senses
- Build suspense
- Lead quickly with something that matters

Tell 3

- Prepare ahead of time
- Prime the audience to listen for clues
- Share as a conversation

HUMAN PERFORMANCE

Lewis Tree Service Inc. Tactical Tailgate
Hot Theme: Avoiding Struck by
Hot Topic: Stay Clear, Call Mayday
Created By: Moises Morales

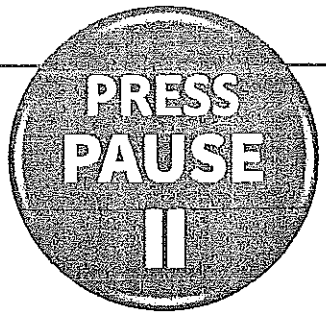
WEEK OF 4 November 2019

The Job	Told from a groundman's perspective. It was hot outside, hotter than it had been for a long time. I had been with the company for about three months and I usually worked with a climbing crew. Today was different - I was with a bucket crew - and I was excited about it because I would get to learn something new. We were given the job information, where we were going and what trees were going to be trimmed, and then we headed to the jobsite. While we were on route, the crew leader and I really hit it off and I was able to have a great conversation with him about what to expect when working with a bucket crew. When we arrived at the jobsite, we did a quick Pre-Job Hazard Survey. We did not spend a lot of time on it though, because we had a lot to get done and needed to get started on the trimming. The crew leader started to trim, and we started making headway, working hard and finishing the spans very quickly. We got to a span where the crew leader could reach multiple trees in one setup. He trimmed one part of the span, and then moved the boom to trim another section. I wanted to hurry up and get the limbs stacked so that they were ready to chip up once we were ready to start chipping.
Questions - STOP and involve all crew in these questions:	• As you are reading, what do you think affected this crew's ability to notice hazards? • Are there any strong or weak signals you see that could lead to a serious injury potential? If so, what would you do? • When doing the PJHS, what is your process to ensure everyone on the team understands and is aware of what is on the PJHS and the work plan?
The Event	I looked up to make sure the crew leader was not trimming anything near me before I entered the Drop Zone, something I was used to doing in order to finish the job faster. After I had checked a few times, I stopped checking to see if it was clear when I went to grab more branches. The trimmer forgot one branch. He boomed back over and made a cut but didn't check to see if it was clear before he let the limb fall; I was still getting brush and was completely unaware of my surroundings. When the trimmer realized I was underneath him, he yelled "Watch Out!" I froze and started to look up, but before I could raise my head all the way the limb hit the front brim of my hard hat. My hard hat flew off my head and I was completely shocked. The limb was thirteen inches in diameter. All I could think was how lucky I had been, seeing the force that the limb hit my hardhat with. My crew leader came down and made sure I was ok by "Yes, I am okay." I said. I thank God that it did not take a horrible accident for me to learn from my mistake, just a close call.
Lessons and Opportunities for Improvement	1. As a Crew leader/ Crew member, what is your responsibility to ensure your crew's safety? 2. At what point in the story would you have called an all stop? Would you have called an all stop? 3. Have you ever had a close call when entering the Drop zone? If so explain: Why did you enter? What was the reason? Was it peer pressure? What lead up to it? As leaders of this discussion, please listen, do not add "I would have done this" or "why didn't he do it this way..." Just listen to what the group has to say and everyone discuss ways to learn and improve.

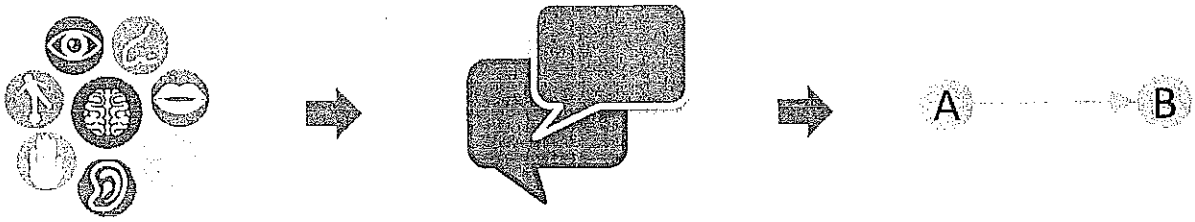


Moises, Safety Specialist

Situation Awareness is Noticing, Understanding and Forecasting.



Situation Awareness is spotting a problem before it happens.



	Pause, **NOTICE** *What is going on around us?*	Pause, **UNDERSTAND** *Assess the scene, what could it mean?*	Pause, **FORECAST** *What could happen next?*
ASK	▪ What are my teammates doing now? ▪ Where are they? ▪ What's making me uneasy? ▪ What can I see: o From aloft? o From the ground? o What can I NOT see? ▪ What do I need to pay close attention to?	▪ What tree/experience/situation is this most like? o What can I learn from that situation to help me here? o What's different? (Remember: risk hides in the differences) ▪ What do I know? o What do I not know? o What else could it be? ▪ Who can I ask to take a look?	▪ What are my teammates going to do next? ▪ Where are they going to be? ▪ Where's the line of fire? o What could hit me? o What could hit my teammates? ▪ How could we be surprised?
DELIBERATE PRACTICES	▪ Scan and focus. ▪ Trust your gut. ▪ Shift perspective. ▪ Look for critical cues and hidden traps.	▪ Get a fresh set of eyes. ▪ Question and challenge. ▪ Probe uncertainty. ▪ Gain varied experiences.	▪ Make actions predictable. ▪ Broadcast intentions. ▪ Have options ready. ▪ Monitor for weak signals.

Scan and Focus. | Focus and Scan. | Scan and Focus. | Focus and Scan. | Scan and Focus. | Focus and Scan.

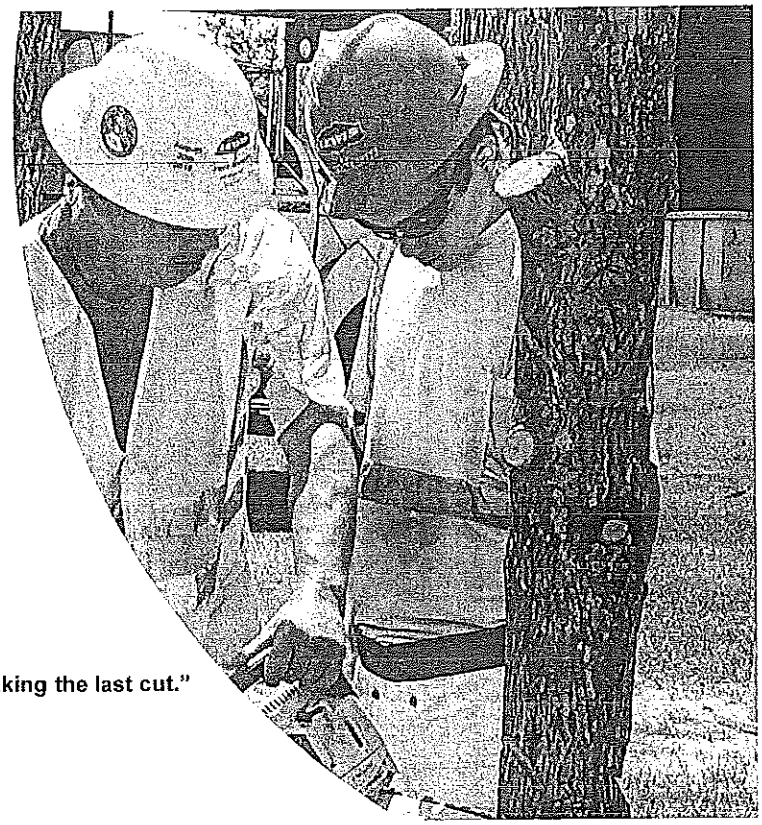
HUMAN PERFORMANCE

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Confidential, Do not share without permission © 2020 Lewis Tree Service, Inc Beth Lay, Director Safety and Human Performance, Lewis Tree

Team Situation Awareness

Make Actions Predictable



Knowing what is going on around us **and with our team:**

- **Noticing** what's going on around us
  - What are my teammates doing now?
  - Where are they?
- **Understanding** what's happening
- **Forecasting** what's next
  - What are my teammates going to do next?
  - Where are they going to be?

Use standard phrases: "All clear . . ."
Communicate when changing phases of work: "I'm making the last cut."
Over communicate with the new guy:
"Stand over there as I make this cut."
Make sure you can hear each other
Imagine work from other points of view

What does it look like from bucket?
What does it look like from ground?
What does it look like from inexperienced spotter?



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FLORIDA MUNICIPAL POWER AGENCY

RFP# 2020-036
October 19, 2023

FMPA Request for Proposal Number 2020-036, Provision of Utility Tree Trimming and Vegetation Management Services, has changed to reflect the following additions, deletions, and/or modifications:

Item No. 1

Addition to the list of Participating Members

City of Mount Dora has been added as a Participating Member to Section 3 of the RFP Document.

Item No. 2

Modification to the pricing structure

Awarded Bidder, Lewis Tree Service, will accept FMPA's specification to price distribution services on a per mile basis. Clarification has been made by Lewis Tree to accept the FMPA per mile price structure; utilizing visual inspections of each Member's location to determine pricing, as each location may differ in density and other factors.

All other aspects of the bid document remain the same.

* * * * * *

ATTACHMENT #1

MEMORANDUM

October 22, 2025

TO: FMPA Members

FROM: Sharon Samuels

SUBJECT: Utility Tree Trimming and Vegetation Management Services
RFP# 2020-036 – Award Extension

****

The FMPA Utility Tree Trimming and Vegetation Management Services Award, originally bid under FMPA RFP# 2020-036, is scheduled to expire October 31, 2025. FMPA contacted the current awarded bidders, ABC Professional Tree Services, Kendall Vegetation Services, and Lewis Tree Service to determine their interest in extending the bid award for an additional year.

All three awarded bidders indicated a desire to extend the award for an additional year. Kendall Vegetation Services and Lewis Tree Service provided a price increase per Section 26 of the terms and conditions section of the bid. It was accepted by the Participating Members.

The Participating Members, ABC Professional Tree Services, Kendall Vegetation Services, and Lewis Tree Service have mutually agreed to extend as indicated above for an additional year.

This award renewal will expire October 31, 2026.

If you have any questions regarding this bid award extension, please contact me at FMPA via the information provided below.

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Master Services Agreement

This Master Services Agreement is entered into on this 1 day of October 2020, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and Lewis Tree Service, Inc. , with its principle place of business located at 300 Lucius Gordon Drive, West Henrietta, NY 14586 , ("Contractor").

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

FMPA's members are 31 municipal electric systems within the state of Florida.

Lewis Tree Service, Inc. is a company offering Utility Tree Trimming and Vegetation Management Services.

The parties desire for Lewis Tree Service, Inc. to perform the services more fully described in this agreement and Schedule A.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Scope of Services

FMPA is entering into this Master Services Agreement on behalf of its members for Lewis Tree Service, Inc. to provide its services as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference (the "Services"). For FMPA's members that desire for Lewis Tree Service, Inc. to furnish Services under this agreement ("Participating Members"), FMPA is acting as a "Solicitation Agent" only. Each Participating Member will issue a Purchase Order with project- specific technical specifications. In addition, the Participating Member's Purchase Order may carry additional terms and conditions as required by the Participating Member. All project-specific direction, guidance and invoicing will be conducted between the Participating Member and Lewis Tree Service, Inc.

In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, or with the terms and conditions of a Participating Member's Purchase Order, the hierarchy will be as follows: 1) the terms of the Participating Member's Purchase Order, 2) the terms of this agreement, 3) the terms provided in Schedule A.

Notwithstanding any provision or specification of this agreement to the contrary, Lewis Tree Service, Inc. shall not be required to handle, store, transport, apply, or dispose of any product containing N-(phosphonomethyl) glycine (or"Glyphosate") or any of its chemical

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derivatives as part of its performance obligations under this agreement; any subsequent amendment to this agreement or any document that is incorporated herein by reference and is contrary to the foregoing restriction shall only take effect upon the specific written approval of FMPA and Lewis Tree Service, Inc.'s Chief Financial Officer or Risk Manager, or his or her designee.

Section 2. Term & Termination

This agreement shall become effective upon the date stated in the introductory clause of this agreement, and shall remain in effect for a period of five years from the effective date. Thereafter, this agreement may be renewed on an annual basis upon mutual consent of the parties, for up to two additional one-year terms. Either party wishing to extend this agreement must notify the other party in writing no later than 60 days prior to the end of the then-current contract term of its desire to renew. If the other party does not respond to the renewal notification within 30 days of receipt, it will be deemed that the party consents to the renewal of the agreement.

At any time, FMPA may terminate this contract, in whole or in part, for failure of Lewis Tree Service, Inc. to perform in accordance with the terms of this contract, or for any reason, at FMPA's sole discretion, upon 30 days prior written notice. Lewis Tree Service, Inc. may terminate this contract for cause upon 30 days prior written notice.

Any failure by Lewis Tree Service, Inc. to perform or comply with the terms and conditions of a Purchase Order issued under this agreement which continues for 10 calendar days after written notice from Participating Member to Lewis Tree Service, Inc. demanding that such failure to perform be cured, shall be deemed an event of default by Lewis Tree Service, Inc. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity. Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Lewis Tree Service, Inc. for any Services performed under the Purchase Order prior to the termination date.

Section 3. Compensation and Payment

Participating Members will through their own initiative issue project-specific Purchase Orders to Lewis Tree Service, Inc. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs or damages incurred pursuant to any Purchase Order entered into by them with Lewis Tree Service, Inc.

The total price for Services shall be as agreed to between Lewis Tree Service, Inc. and Participating Member(s) as set forth in the individual Purchase Order(s), which may include a not-to-exceed price set forth by the Participating Member(s). Lewis Tree Service, Inc. shall not exceed any such not-to-exceed price without the prior written agreement of the Participating Member(s).

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Prices as stated in Schedule A will be firm for the first three years of this agreement, with pricing updates considered for years thereafter. Any price changes must be agreed to in writing at least 60 days prior to becoming effective.

Section 4. Independent Contractor Status

It is understood and agreed that Lewis Tree Service, Inc. is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Lewis Tree Service, Inc. agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Lewis Tree Service, Inc. will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Lewis Tree Service, Inc. for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Lewis Tree Service, Inc. Lewis Tree Service, Inc. retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA. Lewis Tree Service, Inc. agrees that it shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract. For purposes of this Section 4, the term FMPA includes FMPA's Participating Members.

Section 5. Standard of Care

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Lewis Tree Service, Inc. represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices. Lewis Tree Service, Inc. will re-performing at Lewis Tree Service, Inc.'s expense any Services performed by Lewis Tree Service, Inc. which have failed to meet the above warranty, if such failure is promptly reported to Lewis Tree Service, Inc. not later than one (1) year following completion of the applicable Services. With respect to any equipment and/or materials provided pursuant to the Services, such shall be provided on an "as-is, where-is, with all-faults" basis, provided that Lewis Tree Service, Inc. shall pass through any manufacturer warranties available for assignment to FMPA and/or the applicable FMPA Participating Member with respect to any such equipment and/or materials. The foregoing remedy shall be client's sole remedy for any failure of company to comply with its warranty obligations.

Section 6. Insurance

The Lewis Tree Service, Inc. shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Insurance Carrier Rating Coverages provided by the Lewis Tree Service, Inc. must be underwritten by an insurance company deemed acceptable by the Participating Member. Insurance coverage shall be provided by companies rated A- or better by Best's Insurance Rating. The Participating Member reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. Lewis Tree Service, Inc. shall furnish Participating Members a copy of the insurance certificate prior to starting any work on site:

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(a) **Workers Compensation and Employers Liability**. This insurance shall protect the Lewis Tree Service, Inc. against all claims under applicable state workers' compensation laws. Lewis Tree Service, Inc. shall also be protected against claims for injury, disease, or death to employees which, for any reason, may not fall within the provisions of a state workers compensation law. The policy shall include an "all states" or "other states" endorsement. The liability limits shall be, at a minimum, as follows: Workers' Compensation- Statutory; Employer's Liability- $500,000 each.

(b) **Commercial General Liability**. This insurance shall be written on an occurrence type policy and shall protect the Lewis Tree Service, Inc. and the Participating Member (to the extent of Lewis Tree Service, Inc. 's indemnity obligations in this agreement) against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Lewis Tree Service, Inc. under this agreement and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than $2 million combined single limit per occurrence / $4 million general annual aggregate for bodily injury and property damage.

(c) **Automobile Liability Policy**. This insurance shall be written on an occurrence type policy and shall protect the Lewis Tree Service, Inc. and the Participating Member (to the extent of Lewis Tree Service, Inc.'s indemnity obligations in this agreement) against all claims for injuries arising out of use of any auto including own, hired, or non-owned autos. Limits of liability will not be less than $1 million in combined single limits for bodily injury and property damage.

(d) **Additional Insured**. All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Lewis Tree Service, Inc. Any party named an additional insured pursuant to this Agreement shall be an additional insured where permissible by law but only to the extent the loss in question is caused by the negligent act or omission of the Lewis Tree Service, Inc., and only to the extent necessary to provide coverage for the indemnity obligations expressly assumed by Lewis Tree Service, Inc. under this Agreement, and not in respect to any act or omission or operation of the Participating Member. It is the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.

(e) **Waiver of Subrogation**. The Lewis Tree Service, Inc. shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

Lewis Tree Service, Inc. shall furnish Participating Member with certificates of insurance as evidence that the policies required under any applicable Purchase Order is in full force and effect.

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Section 7. Indemnification

To the fullest extent permitted by law, the Lewis Tree Service, Inc., its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Lewis Tree Service, Inc. during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA to the extent arising from the negligence, gross negligence, and/or intentional or willful misconduct of Lewis Tree Service, Inc. while performing work under this Agreement. The liability of the Lewis Tree Service, Inc. is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability. The indemnity and hold harmless obligations, however, shall not apply to the extent of FMPA's or a Participating Member's negligence, gross negligence, and/or intentional or willful misconduct. Neither party shall be liable to the other party for any incidental, indirect, special, punitive or consequential damages (including without limitation any damages relating to lost profits, revenue or loss of use) arising in connection with this agreement or any Purchase Order. The Lewis Tree Service, Inc. and its affiliates' maximum liability shall not exceed the greater of (i) the price set forth in the applicable Purchase Order, or (ii) the sum of the insurance policy limits required herein.

Section 8. General Terms and Conditions

(a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.

(b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.

(c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

(d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.

(e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY	LEWIS TREE SERVICE, INC.
Signature: DocuSigned by: Jacob Williams 30475220FC51407...	Signature:
By: Jacob Williams Gen. Mgr. & CEO	By: Robert A Petrone SVP/CFO

Schedule A

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as a place holder for awarded contractor's pricing information to follow.

PROPOSAL TO FURNISH
UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT

I have carefully examined the Request for Proposal, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all terms and conditions of this bid; exceptions have been noted on Proposer Form.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheets BF-2 and BF-8.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount 0 % for payment made within ____ days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-8.

Prices quoted shall remain firm and irrevocable for a period of 3-year term.

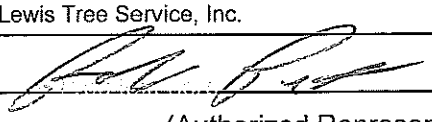
ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number None Dated _____

Number _____ Dated _____

Respectfully submitted:

Company Name: Lewis Tree Service, Inc.

Signature: 

(Authorized Representative)

Robert A. Petrone - CFO/VP

(Type or Print Name of Signer)

Address: 300 Lucius Gordon Drive

West Henrietta, New York 14586

E-Mail Address: Robert.Petrone@lewistree.com

Telephone Number:

Toll Free Number: (800) 333-1593

Date: 9/14/2020

FMPA RFP 2020-036
Distribution System Pricing

Contractor Company Name: Lewis Tree Service, Inc.

Authorized Signature: _____ **Date:** 9/14/20

PRICING:
Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the bid submittals.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded Bidder(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

DISTRIBUTION

Distribution System Work To Include Labor, Equipment, Materials and Disposal.	
Description (Higher Vegetation Foliage)	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1], including aerial lift	$ See cover letter
Non-truck Accessible – Climbing Crew Trimming	$ See cover letter
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	$ See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	$ See cover letter
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
Description (Lower Vegetation Foliage)	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1]	$ See cover letter
Mileage Rate for 3-person crew[1], including aerial lift	$ See cover letter
Non-truck Accessible – Climbing Crew Trimming	$ See cover letter
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	$ See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	$ See cover letter
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

If there is an adder price for areas of *extremely* dense foliage, please list cost here (per mile).	$ N/A
If there is an adder price for water ways or other terrain, please list cost here (per mile).	$ N/A

Distribution System Work TREE REMOVAL To Include Labor, Equipment, Materials and Disposal.	
Diameter Breast Height	**Unit Price** Per Tree
0" to 6"	$ 197.79
6" to 8"	$ 208.72
9" to 18"	$ 961.05
19" to 24"	$ 1,815.31
24+"	$ Hourly
Tree Stump Grinding	$ 158.40

CHEMICAL APPLICATION PRICING	
	Unit Price
Low Vol Backpack Foliar *(Per acre)*	$ 185.50
Basal Treatment *(Per acre)*	$ 220.00
Soil Injection *(per tree)*	$ 201.00 *

* With a minimum of $ 25,000 worth of work. This is due to the cost of the product, equipment, and logistics of crew training

EQUIPMENT			
Item	**Unit Price**	**Item**	**Unit Price**
Aerial Lift	$ 24.66	All Terrain Tree Trimmer	$ 77.98
Chipper	$ 6.68	Lift Truck-mileage	$ 1.91
Power Saw	$ 1.57	Pickup Truck-mileage	$ 1.43
Back Yard Lift	$ 21.25	Truck Left Behind	$ 12.33
Trailer	$ 3.96	Chipper Left Behind	$ 3.34
Split Dump	$ 13.79	Weed Eater	$ 1.57
Pole Power Saw	$ 1.57	Prentice Loader	$ 61.91
Full-size Pick-up	$ 12.63	Heavy Brush Cutter	$ 103.19
4WD Pick-up	$ 15.54	Stump Grinder	$ 27.95
Tractor	$ 26.87	Off-Road Aerial Lift	$ 24.20
Bush Hog	$ 17.20		

Hourly Labor Rates ($/Hr)				
	Standard Rate	**Overtime Rate**	**Other Rate** if applicable _____	**Other Rate** if applicable _____
Tree Trimmer	$36.94	$49.87		
Groundsman	$32.72	$44.18		
Supervisor	$59.87	$80.83		
General Foreman	$47.82	$64.56		
Climber	$36.94	$49.87		
Mowing Grounds Person	$40.17	$54.23		
Spray Technician	$47.82	$64.56		
Other Crew Foreman	$40.17	$54.23		
Other _____				
Certified Arborist	$47.82	$64.56		

In reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here.

Unable in Zones 2, 3, 4, 5

Mobilization

Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see zone map).

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Hourly Crew Price				

Mobilization and Other Charges	
	Unit Price
Charge if work is cancelled prior to mobilization	$Hourly Rate x 4 hours
Charge if work is cancelled after to mobilization	$Hourly rate x 8 hours
Per diem rate if overnight stay is required	$ See Clarifications
Charge if there is adder for Call-Out work	$N/A

☐ Check here if you decline to bid on **Distribution** System Work

TRANSMISSION

Transmission System Work To Include Labor, Equipment, Materials and Disposal.	
Description	**Unit Price** (per acre)
Mowing of ROW (Transmission Corridor, Rural, Floor Clearance)	$
Mowing w/ Limited Access	$

If there is an adder price for areas of *extremely* dense foliage, please list cost here (per mile).	$
If there is an adder price for other terrains, please list cost here (per mile).	$

CHEMICAL APPLICATION PRICING	
Description	**Unit Price** (per acre)
Mowing & Herbicide (Transmission Corridor, Rural, Floor Clearance)	$
Mowing & Herbicide w/ limited access	$

EQUIPMENT			
Item	**Unit Price**	**Item**	**Unit Price**
Aerial Lift 75'	$	Lift Truck-mileage	$
Aerial Lift 75' 4WD	$	Pickup Truck-mileage	$
Aerial Lift 50'	$	4WD Pick-up	$
Aerial Lift 50' 4WD	$	Tractor	$
Aerial Lift 37'	$	Bush Hog	$
Brush Chipper	$	Heavy Brush Cutter	
Disc Chipper	$	Weed Eater	
Power Saw	$	Prentice Loader	
Mower Bat Wing – minimum width 15'	$	Spray Truck	$
Dump truck	$	Stump Grinder	$
Foreman Vehicle	$	Off-Road Aerial Lift	$

Hourly Labor Rates ($/Hr)				
	Standard Rate	**Overtime Rate**	**Other Rate** if applicable _____	**Other Rate** if applicable _____
Groundsman				
Supervisor				
General Foreman				
Mowing Grounds Person				
Spray Technician				
Trimmer				
Other _____				
Other _____				

In reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here.

_____

Mobilization

Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see zone map).

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Mobilization and Other Charges	
	Unit Price
Charge if work is cancelled prior to mobilization	$
Charge if work is cancelled after to mobilization	$
Per diem rate if overnight stay is required	$
Charge if there is adder for Call-Out work	$

☒ Check here if you decline to bid on **Transmission** System Work

EMERGENCY RESPONSE AND STORM RELATED SERVICES

Distribution System Work To Include Labor, Equipment, Materials.	
Description	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1], including aerial lift	$ Hourly
Non-truck Accessible – Climbing Crew Trimming	$ Hourly
Truck Accessible Street Access 3-person crew[1]	$ Hourly
Limited Access w/ 3-person crew[1]	$ Hourly
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

TREE REMOVAL To Include Labor, Equipment, Materials.	
Diameter Breast Height	**Unit Price** Per Tree
0" to 6"	$ Hourly
6" to 8"	$ Hourly
9" to 18"	$ Hourly
19" to 24"	$ Hourly
24+"	$ Hourly
Tree Stump Grinding	$ Hourly

Hourly Labor Rates ($/Hr)				
	Standard Rate	**Overtime Rate**	**Other Rate** if applicable Double Time	**Other Rate** if applicable _____
Tree Trimmer	$38.68	$54.15	$65.75	
Groundsman	$29.71	$41.60	$50.51	
On-Site Storm Coordinator	$59.38	$83.12	$100.93	
General Foreman	$51.57	$72.19	$87.65	
Safety Personnel	$51.57	$72.19	$87.65	
Climber	$35.34	$49.48	$60.08	
Other _____				

In reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide **Emergency** Service in a particular zone by listing the zone number(s) here.

Unable in Zones 2, 3, 4, 5

Mobilization

Below, please indicate the total travel cost, including mileage, and manhours, from your facility to each zone (please see zone map).

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Mileage Rate				

Mobilization and Other Charges	
	Unit Price
Travel Rate per Mile	$
Charge if work is cancelled prior to mobilization	$
Charge if work is cancelled after to mobilization	$
Per diem rate if overnight stay is required	$
Other:	$

☐ Check here if you decline to bid on **Emergency Response Services**

REFERENCES:

Below or on an attached sheet, list your references specifically pertaining to this type of work within the last 3 years.

1. Name: City of Leesburg, Florida

Address: 501 West Meadow Street

Leesburg, Florida 34749

Phone: 352-728-9819

Fax:

Contact: Greg David - Greg.David@leesburgflorida.gov

2. Name: Flint Energies

Address: 3 South Mason Street

Reynolds, Georgia 31076

Phone: 478-847-5124

Fax:

Contact: Jamie Grantham - jgrantham@flintemc.com

3. Name: Duke Energy - Florida

Address: 2166 Palmetto Street

Clearwater, Florida 33765

Phone: 727-893-9702

Fax:

Contact: Todd Fountain - Todd.Fountain@duke-energy.com

COMPLIANCE FORMS

PROPOSER INFORMATION FORM
Exceptions & Clarifications
FMPA RFP 2020-236

✓	
	We DO NOT take exception to any items included in the RFP or Master Services Agreement.

✓	We TAKE exception as follows:

1. See PDF titled "FMPA Cover Letter - Lewis Tree Service 11AUG20" for clarification on Distribution System Work and Emergency Response & Storm Related Services pricing
2. Mobilization will be billed at the hourly crew labor and equipment pricing
3. Per Diem Rate if Overnight Stay is Required:
   a. Invoicing for meals while traveling to and from will be at the rate of $20.00 per meal. A meal shall be allowed after every five (5) hour period not to exceed three (3) meals per twenty-four (24) hour period.
   b. Invoicing for hotels will be a pass through with documentation attached.
   c. Invoicing for meals, lodging, tolls, and other reasonable costs are at actual cost with documentation attached.

Company Name:	Lewis Tree Service, Inc.
Authorized Signature:	SVP/CFO
Print/Type Name of Signer:	Robert Petrone
Company Address:	300 Lucius Gordon Drive West Henrietta, NY 14586
Telephone Number:	(800) 333-1593
Contact Email Address:	robert.petrone@lewistree.com ; bids@lewistree.com
Date:	9/14/20

Minority Business Status: Yes ☐ No ☒ If yes, please indicate type and certificate # below

Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor/Bidder, Robert Petrone certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Robert Petrone - CFO/SVP
Name and Title of Contractor's Authorized Official

9/14/2020
Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

Regarding Sections 47 through 57 of this Request for Proposal, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Signature of Contractor's Authorized Official

Robert Petrone - CFO/SVP

Name and Title of Contractor's Authorized Official

9/14/20

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 West Henrietta, NY this 14th day of September, 2020.

Proposer Lewis Tree Service, Inc.

By _____ Robert Petrone
Signature Printed or Typed Name

Title CFO/SVP

Complete Business Address of Proposer: 300 Lucius Gordon Drive
West Henrietta, New York 14586

State of Incorporation New York

Complete Address of Principal Office 300 Lucius Gordon Drive
West Henrietta, New York 14586

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:
Thomas Meyer
300 Lucius Gordon Drive
West Henrietta, New York 14586

Telephone (800) 333-1593 Fax (____) _____

E-Mail bids@lewistree.com

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF New York

COUNTY OF Monroe

Before me, the undersigned authority, personally appeared Robert A. Petrone, who, being by me first duly sworn, made the following statement:

1. The business address of Lewis Tree Service, Inc.
[name of bidder or contractor]
is Lucius Gordon Drive, West Henrietta, NY 14586.

2. My relationship to Lewis Tree Service, Inc.
[name of bidder or contractor]
is CFP/SVP
[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 14th day of September, 2020.

_____
Notary Public

Jenny S. Brewster
Notary Public, State of New York
Monroe County, 01BR6130726
Commission expires 7-18-21

(Affix Seal)

7-18-21
My Commission Expires

Jenny S Brewster
Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

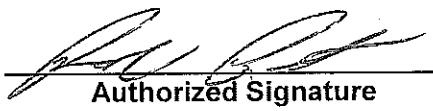
If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA RFP# 2020-236

Lewis Tree Service, Inc.
Firm

9/14/20
Date


Authorized Signature

CFO/SVP
Officer Title

Robert Petrone
Printed or Typed Name

DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned proposer in conformity with Florida Statute 287.087 hereby certifies that Lewis Tree Service, Inc. does:

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. See Published AMI Air Cover Letter - Lewis Tree Service RFP 20-21-1521 for clarification on Distribution System Work and Emergency Response & Storm-Related Services pricing

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection 1.

4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that the undersigned complies fully with the above requirements.

Signature

Lewis Tree Service, Inc. - Robert Petrone

Name of Proposer

9/14/2020

Date

CERTIFICATE OF LIABILITY INSURANCE

11/1/2020

DATE (MM/DD/YYYY) 9/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667
INSURED 1480476 LEWIS TREE SERVICE, INC. DBA CAROLINA TREE CARE P.O. BOX 1118 CONCORD NC 28026	INSURER B : The Continental Insurance Company	35289
	INSURER C : Indemnity Insurance Co of North America	43575
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16942735 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	HDOG71233224	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 20,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	ISAH25292753	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	6043343632	11/1/2019	11/1/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WLRC66046485(AOS) WLRC66046527(MA)	11/1/2019 11/1/2019	11/1/2020 11/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FLORIDA MUNICIPAL POWER AGENCY IS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON THE GENERAL LIABILITY AND AUTO LIABILITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

16942735
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO FL 32819-9002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Arnello

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3.0 Trimmer

Qualifications:

- A total of twelve months experience working on tree trimming crews or clearing crews.
- Have a valid driver's license, CDL and/or medical certification as required for the vehicle being operated. Have valid First Aid and CPR cards.
- Have a basic knowledge of trees including identification, growth habits and correct arboriculture techniques for the trimming, pruning, repairing, maintaining and removing, as applicable to working in close proximity to energized conductors.
- Know and understand all AOP's that apply to the Advanced Trimmer Trainee description.
- Must successfully complete an Advanced Trimmer Trainee Technical Knowledge & Skills Certification.
- Must have and maintain a Herbicide and Applicators or operations certification and license as required by Lewis Tree Service Policy and state, local and federal law. Must have met all qualifications of Trimmer Trainee.

Nature of duties:

- Performs actual work functions as a Line Clearance Tree Trimmer while under direct supervision of a Crew Leader or a qualified Line Clearance Tree Trimmer. Removal of trees and brush, cleanup and disposal of debris.
- Operation of power equipment, such as trucks, chippers, aerial lifts, power saws, sprayers, use of ladders and hand tools.
- Spraying of brush and stumps, mixing proper application of spray chemicals to prevent damage to desirable vegetation.
- Responsible for the inspection and proper working conditions of all tools and equipment assigned to the worker by the crew leader.
- Safeguards employees and public from hazards in and around the working area. Helps enforce on the job safety practices.
- In addition to the above, performs other duties as required or as assigned.

1.0 Ground person

Qualifications:

- Have valid driver's license, CDL and/or medical certification as required for the vehicle being operated. Must be able to hear, speak and see, with ability to walk one mile or more.
- Must be able to obtain and maintain Herbicide Certification and licensing as required by Lewis Tree Service Policy and state, local and federal laws.
- Must be able to perform physical labor such as lifting a minimum of 50 lbs. to shoulder height or more.
- Must be capable of operating two handed equipment (chain saw, circular saw, etc) and have the physical ability to endure extreme climate variances.
- Must obtain and maintain CPR and First Aid cards.
- Must successfully complete the Ground person Technical Knowledge & Skills Certification.

Nature of Duties:

- Trims and/or removes trees by climbing or with aid of an aerial lift, but only under the direct supervision of a crew leader or qualified line clearance tree trimmer.
- Loads and unloads trucks with logs, brush and debris and/or feeds brush into brush chipper.
- Uses hand lines to lower limbs and equipment.
  Keeps work area picked up and orderly.
- Carries and lays out materials, tools and equipment at work site.
  Use and maintenance of small power tools at ground level.
- Sprays stumps and brush.
- Drives and operates trucks and other equipment as assigned.
- Keeps trucks and other assigned equipment in a neat and orderly fashion. Reports the need for repairs to truck and equipment to crew leader.

- Safeguards employees and public from hazards in and around the working area. Helps enforce on the job safety practices.
- Performs other related work as assigned.

11.0 General Foreman

Qualifications for a general foreman.

- Must have a minimum of four (4) years experience as a Crew Leader.
- Must have a valid drivers license.
- Know, understand, and positively communicate with the public, customers, fellow workers, superiors, and corporate personnel.
- Must demonstrate the ability to effectively communicate with the public, customers, fellow workers, superiors and corporate personnel.
- Well-groomed and properly dressed.
- Understands the hours of service as a General Foreman will exceed that of a Crew Leader classification.
- Have a working knowledge of all equipment associated with line clearance activities.
- Have knowledge of climbing skills and other aspects of electrical line clearance operations, which may include having a pesticide applicator license.
- Must have a thorough knowledge of proper pruning techniques.
- Must be honest, trustworthy, and portray the Company in a positive light.
- Must be extremely safety conscious.
- Must have met all qualifications and nature of duties of a Crew Leader.

Responsibilities

- Visits crews on a minimum of a weekly basis giving guidance, instructions and necessary supplies.
- Supervises Crew Leaders making sure they are fulfilling the Crew Leader qualifications and nature of duties.
- Observes, supports, and gives guidance to Crew Leaders for achieving maximum results in operational priorities.
- Calls on existing customers to assure customer satisfaction.
- Responsible to see that equipment repairs, preventative maintenance, and purchasing policies and procedures are properly followed.
- Works directly with Risk Management Department to ensure all safety procedures are followed and proper safety equipment is being worn.

- Conducts incident analysis directly after incidents occur, working in conjunction with Risk Management guidelines.
- Assist manger in the bidding process.
- Attends internal and external training courses which pertain to improving abilities toward human relations skills, business management and technical aspects of the tree industry.
- Keeps manager informed of crew activities, results, equipment problems, employee and customer concerns.
- Performs other duties as assigned by supervisor.

HUMAN PERFORMANCE

2020 Lewis Tree Services Safety and Human Performance Plan

"We believe learning is key to keeping people safe."

Beth Lay

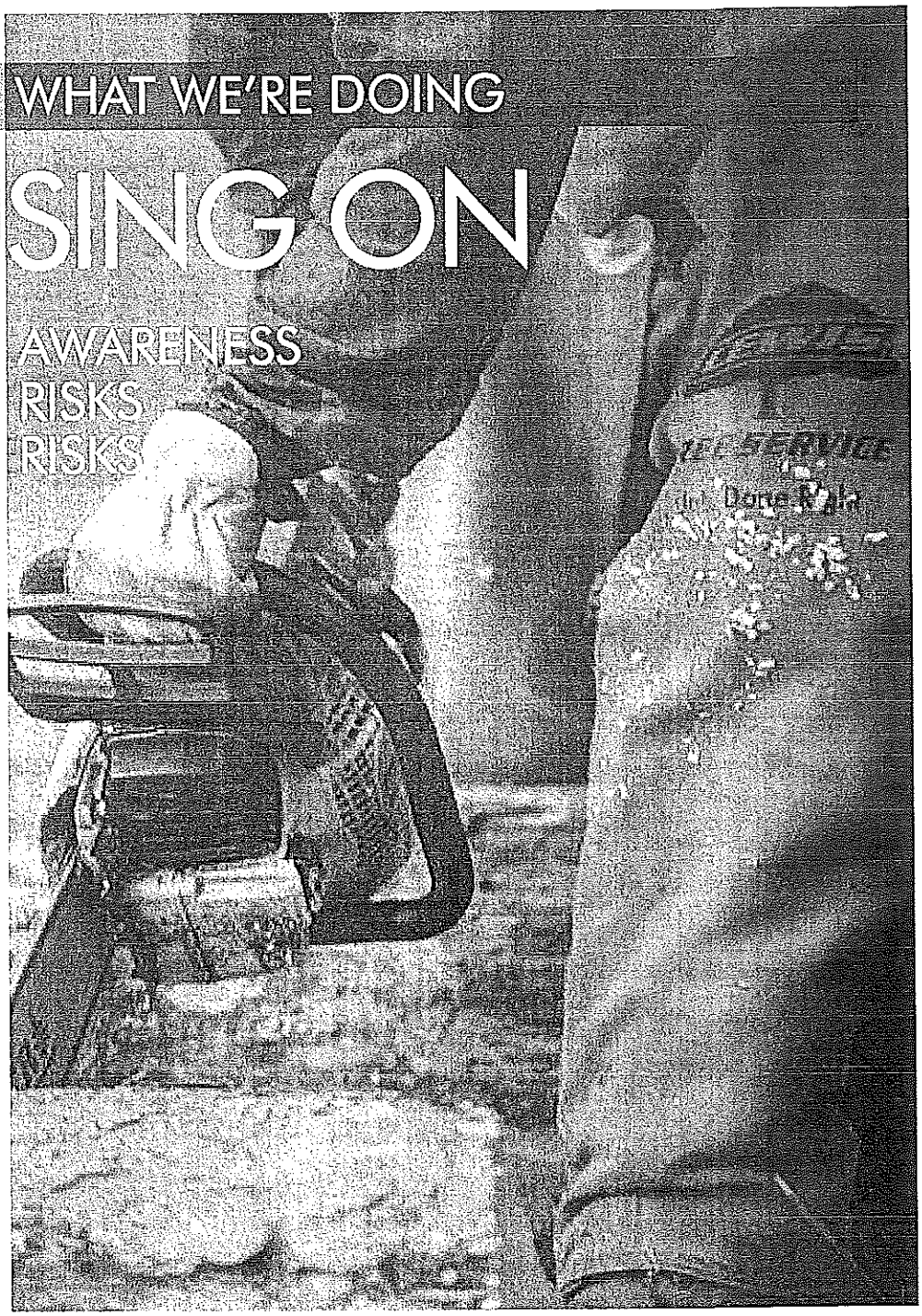
June 2020

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Serious injury potential risks. Promote learning. Act to create safety.

WHAT WE'RE DOING FOCUSING ON

SITUATION AWARENESS
STRUCK-BY RISKS
LINE OF FIRE RISKS



We're breaking our big goal—to reduce Serious Injury Potential (SIP) events—into small parts so we can improve on each and get an even greater overall gain.

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Key actions we take to support and lead our Safety Plan:

1) Field Observations conducted by both safety and operations leadership (mandatory number of observations required)
2) Observation tool is an app that helps us trend data , and push observed risks or violations of our 9 to Know critical behaviors.
3) Dedicated Team of Safety professionals
4) Monday morning incident review call
5) Monday morning Safety Leadership call
6) Tuesday morning significant close call review call.
7) Learning plan (see pg. 17).

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9 to Know

- Maintain Drop Zone
- Use Fall Protection 100% of the time, in lift and climbing
- Maintain Minimum Approach Distance

- 360 Degree Walk Around and Spotter when backing
- Wear Seat Belts
- Establish Work Zone

- No One-Handed Chainsaw Use
- Wear Leg Protection (chaps or chainsaw paints) While cutting on the Ground
- Chipping With Harness On Prohibited

People are a source of success.

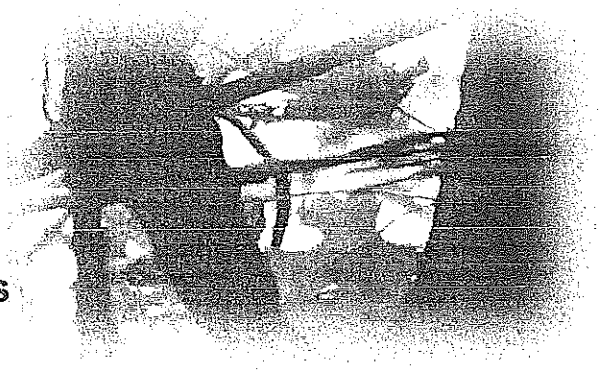
A NEW VIEW OF SAFETY

Learning from Success:
Jobs Done Right



"Stopped and assessed ...get 2nd opinion. ...limbs had pushed phase wires secondaries to be within 3" to 4" from touching. Because we brought in another set of eyes, we discovered that the neutral wire had 2 to 3 strands of wire broken, leaving only a couple of strands holding it together. ...requested an outage."

- Noticing weak signals, critical cues, high risk situations, emergent risk.
- Pausing.
- Seeking "fresh set of eyes".
- Asking questions to probe risks.
- Taking actions to lower risks.
- Learning from **After Action Reviews**



"I believe we are witnessing a change in our safety culture, happening right before of our eyes."

Safety Specialist

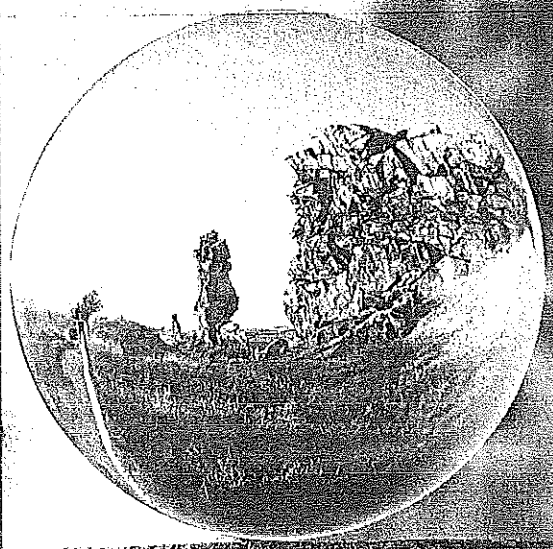
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FROM

- Why weren't our policies followed?
- They should have . . .
- Why are our crew doing the wrong thing?

TO

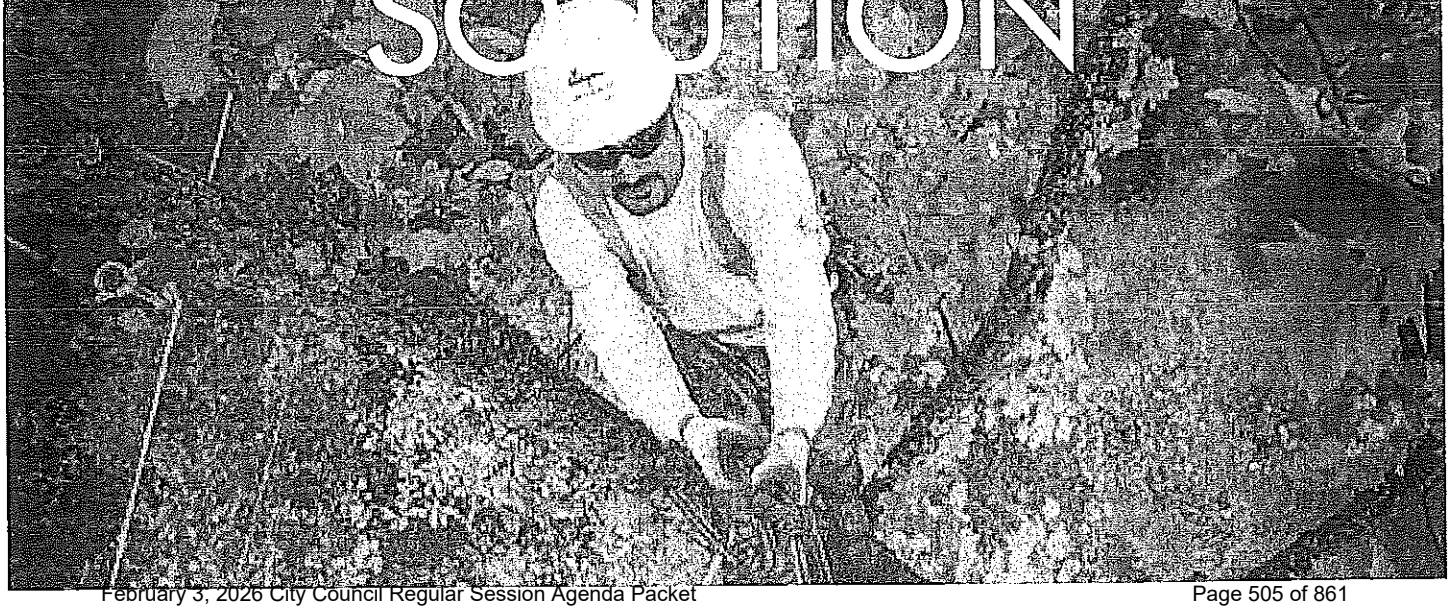
- What were they trying to accomplish?
- They were doing the best they could . . .
- What was different today?



Leadership Shift in Perspective

So let's move away from treating our workers as the problem and recognize that our

WORKERS ARE THE SOLUTION



Line clearance work has extraordinary level of variability.

A NEW VIEW OF HUMAN PERFORMANCE

How Lewis Differs from Traditional HuP

1

safe + reliable + resilient

(Surprise happens.)

How Lewis Differs from Traditional HuP

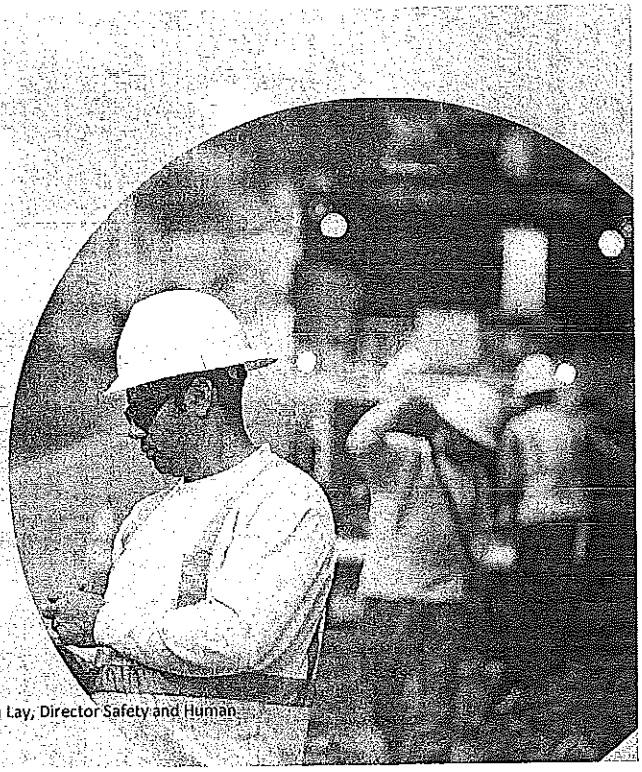
2

error management + adaptive capacity

Adaptive Capacity

Having the flexibility and resources
(time, materials, money, space, knowledge, skills, etc.)
to change the way a person, team, or unit operates

Usually occurs in response to variability and surprise
(i.e., options to respond when your boundaries are challenged)



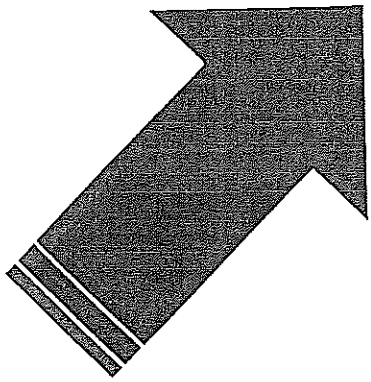
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Beth Lay, Director Safety and Human Performance, Lewis Tree

Our Definition of Human Performance

Building Adaptive Capacity

Operational Excellence

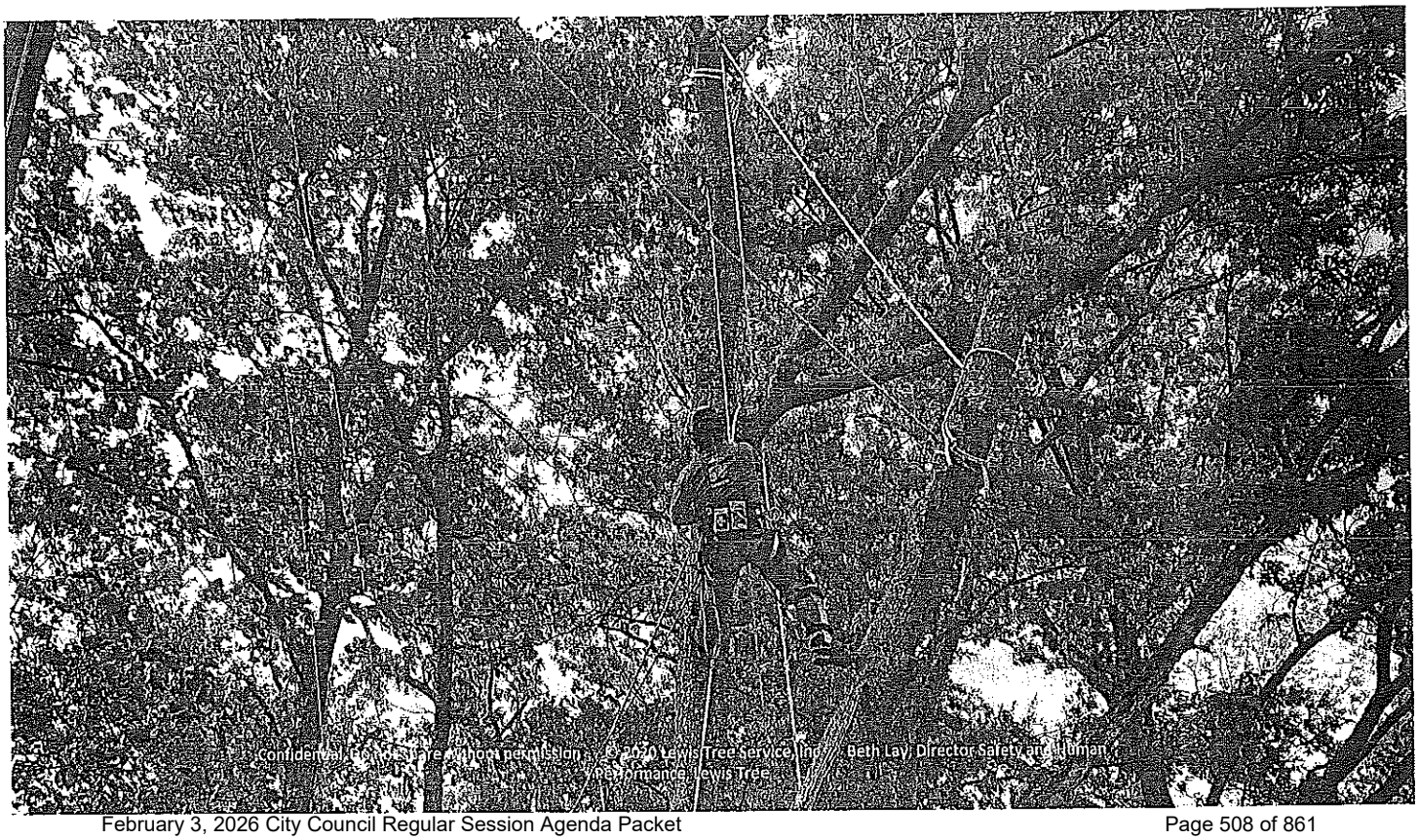
Being in continuous practice to deepen knowledge and enable us to adapt, improvise and overcome



Operational Discipline

Preventing errors we can prevent & keeping non-preventable errors from resulting in serious events

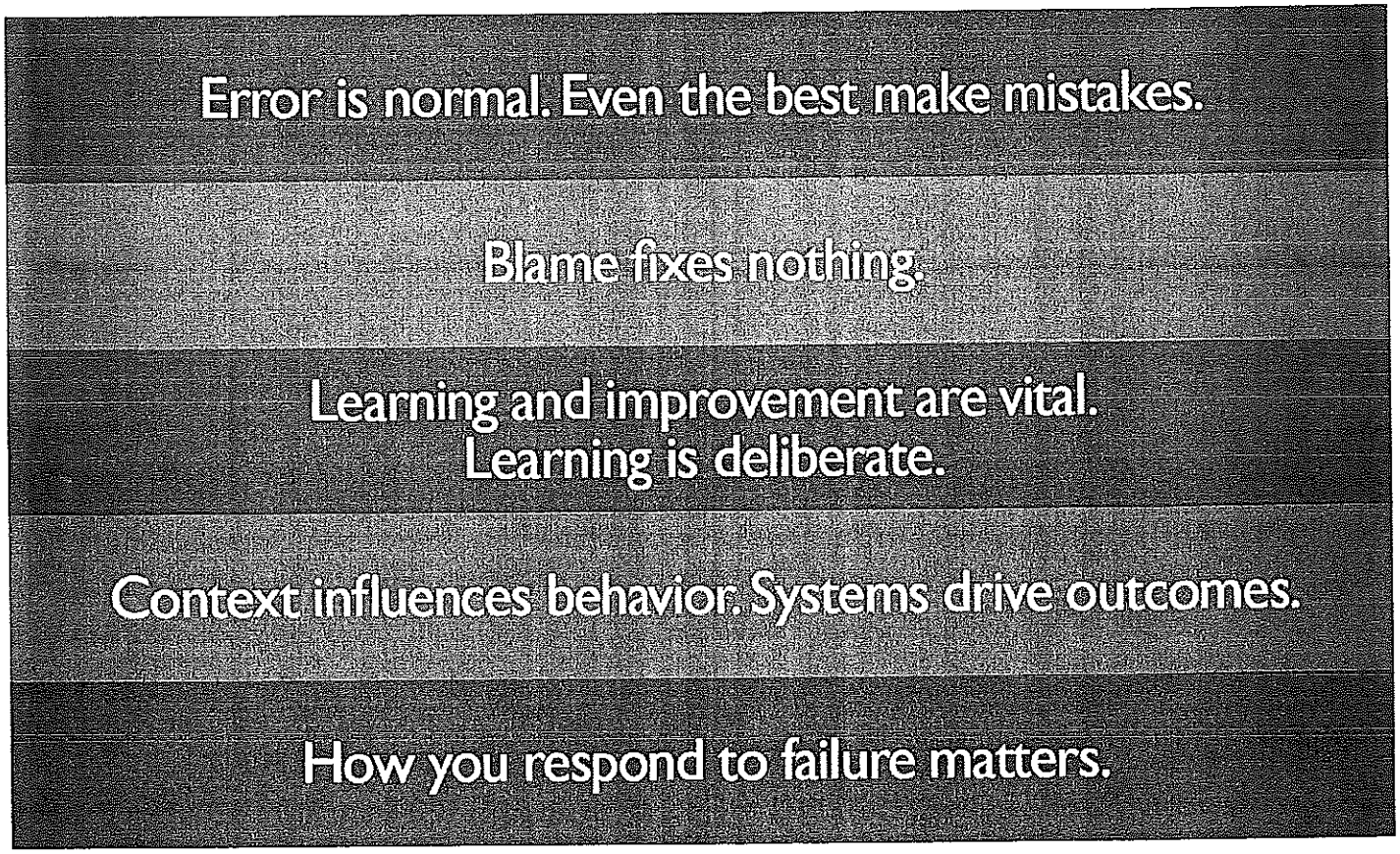
Adhering to Policies & Procedures



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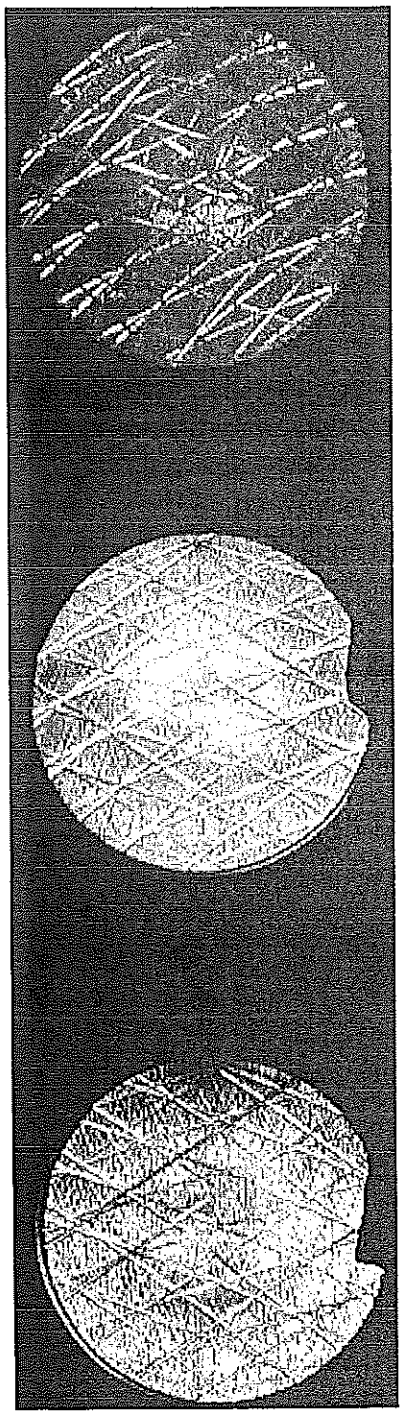
HUMAN PERFORMANCE

FIVE KEY PRINCIPLES



Credit: Todd Conklin

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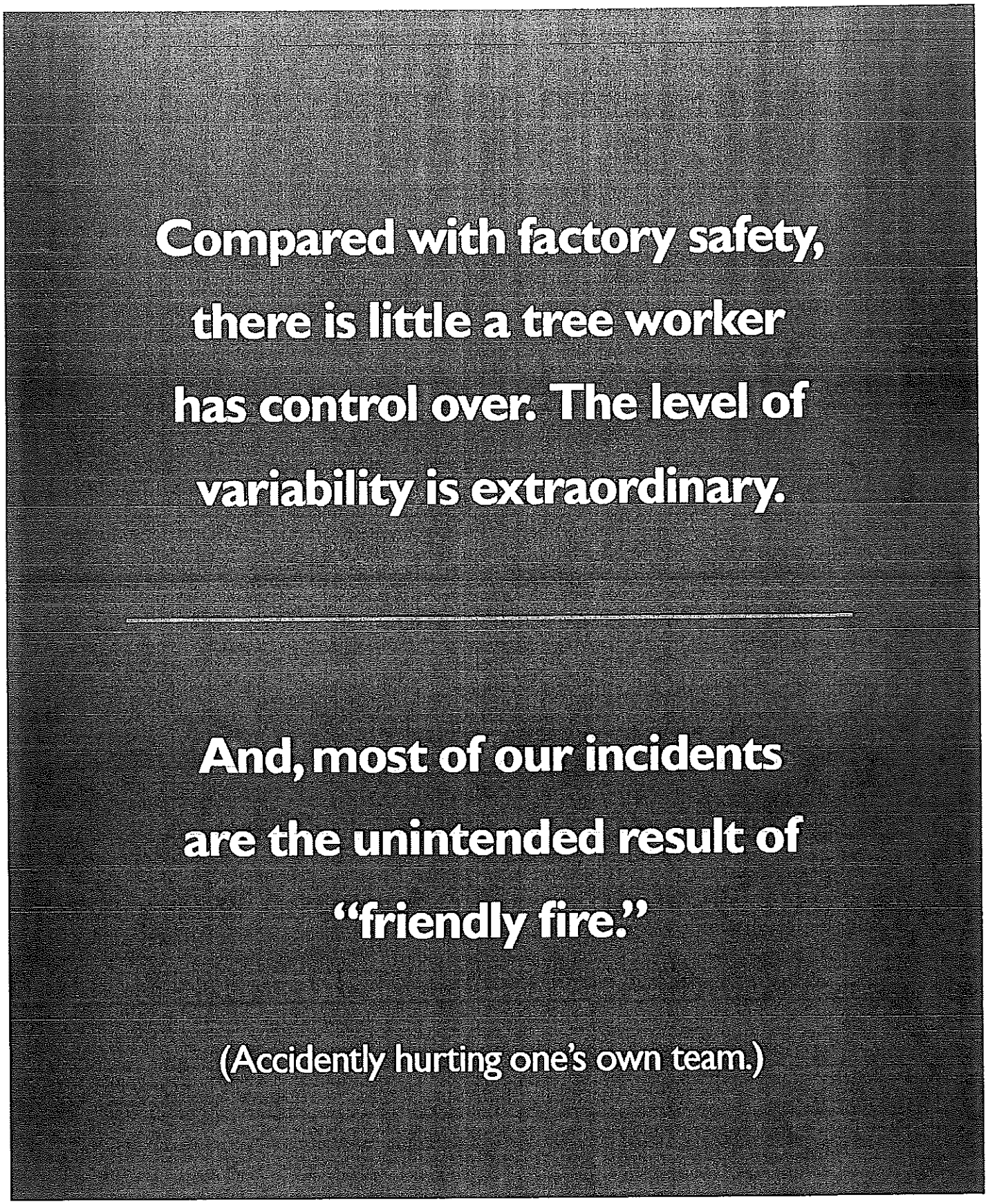


VARIABILITY IS INEVITABLE.

Factors that indicate increased risk:

- Changing phases of work (e.g., making the last cut when others think we're already done)
- Workers are inexperienced or new to the team and don't notice the cues
- It's just before a break or the end of the day
- Something is hung (e.g., limb, piece of tree, saw)
- The tree has a heavy lean or is in poor condition
- Dead or decayed wood is present
- There are heavy vines or entwined canopies
- The crew member is in an awkward position (e.g., bracing to make a cut on an incline)

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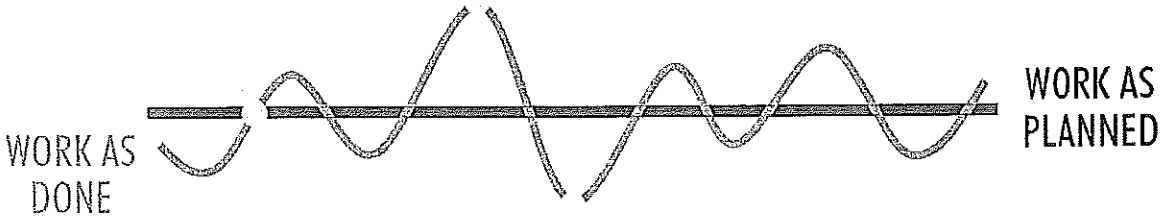

Compared with factory safety, there is little a tree worker has control over. The level of variability is extraordinary.
And, most of our incidents are the unintended result of "friendly fire."
(Accidently hurting one's own team.)

There are 100 ways to take down a tree.

LEARNING FROM WORK AS DONE

Good day: work goes as planned

Great day: work goes better than planned



Work does not go as planned*

Weather, complications, emergent work, etc.

*Work does not go as planned **BUT** most of the time is still successful.

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LEARNING PLAN
AND
EXAMPLE TOOLS & PRACTICES

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Human Performance and New View Safety Learning Plan (began 10/2019)

Safety and Operations team to design and implement a Learning Plan to provide direction and align actions as we go forward in learning about new view safety and human performance.

Strategy: We begin with Human Performance Tools including the safety science and "why" behind each tool, cycling through a focus on our most serious risks. Learning occurs through: leaders teaching those who report to them (cascade), conversations on the corporate safety call, interactive Tactical Tailgate stories during morning meetings, and action-oriented learning via "drill day".

The plan is "learner led", this means opening-up time frames, flexibly, based on where learning is happening and where it's not, with solutions on how to move it. The plan is living / fluid, we've made many adjustments as we've learned what works (ex. stories – but keep stories short, drills) and what doesn't work (ex. external speakers who are academic, quick moving schedule).

We are **practicing human performance tools:**
We are spending a lot of time on **After-Action Reviews** as this tool is critical in shifting culture from "telling" to "learning and thinking".
Serious Injury Potential Close Call Mining (with storytelling coach)
Press Pause – situation awareness tool, uniquely designed for our work, based in current cognitive and safety science

We cycle through these **high-risk types of work and are also guided by SIP close call and incident trending:**
Managing drop zone / avoiding struck-by
Avoiding line of fire
Working safely at elevations
Safe equipment operation

Every week, a team comprised of a regional vice president, safety specialist, and safety manager design and lead us through the Corporate Safety call, policy review, tactical tailgate story, and drill for hands-on learning.

Sample Learning Plan Structure:

	Week 1	Week 2	Week 3	Week 4	Week 5
	Avoiding struck-by/managing drop zone	Avoiding struck-by/managing drop zone	Avoiding line of fire	Avoiding line of fire	Flex week
Mon.	Policy + Tactical Tailgate Story (incident learning)	Safety science + drill	Policy + Tactical Tailgate Story (incident learning)	Safety science + drill	Safety call + Reflect and review, make-up missed stories, hear voice of field
Tues.					
Wed. Drill Day		Drill		Drill	Reflect, review, hear voice of field

Drill Day

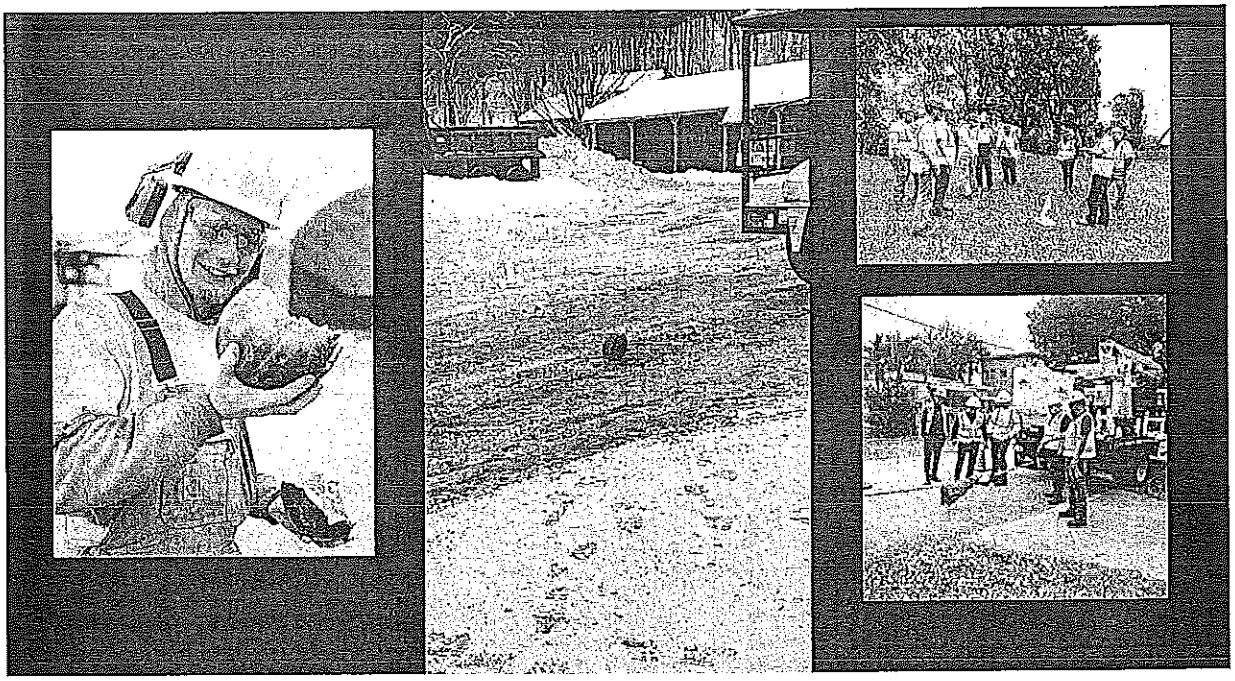
Teams who excel... teams who win...have one thing in common: they practice...a lot. They practice the fundamentals over and over until they become automatic.

Lesson: Don't assume people know how to do the basics the safest, most efficient way.

We are getting back to the basics for our highest risk work in our drills. We are creating the space to practice and discover ways to do things better.

Drill Day helps:

- Discover gaps in our system
- people experience the physicality
- Provide an opportunity for new workers to ask questions and understand the WHY
- Build team relationships
- Work through how to handle variability
- Engage leadership around "work as done"
- Bring safety and operations close together (not delegating safety)



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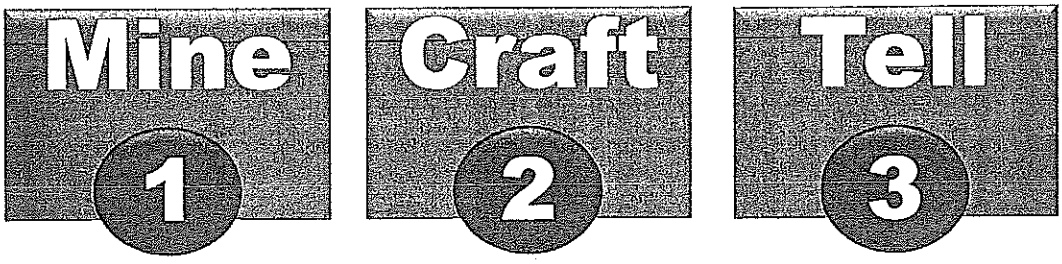
Stories build collective memory

"We keep having the same incidents over and over"

Why? Relaying the facts—not telling the story!

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Tactical Tailgate Story



- Probe the extremes: (worst, best, first, last, hardest, proudest, scariest)
- Get to the emotion

- Engage the senses
- Build suspense
- Lead quickly with something that matters

- Prepare ahead of time
- Prime the audience to listen for clues
- Share as a conversation

HUMAN PERFORMANCE

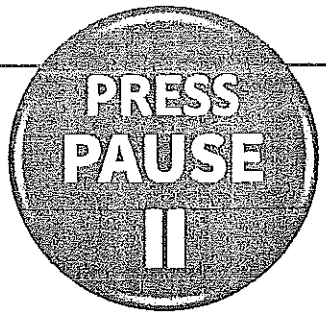
[redacted] WEEK OF 4 November 2019

The Job	Told from a groundman's perspective. It was hot outside, hotter than it had been for a long time. I had been with the company for about three months and I usually worked with a climbing crew. Today was different - I was with a bucket crew - and I was excited about it because I would get to learn something new. We were given the job information, where we were going and what trees were going to be trimmed, and then we headed to the jobsite. While we were on route, the crew leader and I really hit it off and I was able to have a great conversation with him about what to expect when working with a bucket crew. When we arrived at the jobsite, we did a quick Pre-Job Hazard Survey. We did not spend a lot of time on it though, because we had a lot to get done and needed to get started on the trimming. The crew leader started to trim, and we started making headway, working hard and finishing the spans very quickly. We got to a span where the crew leader could reach multiple trees in one setup. He trimmed one part of the span, and then moved the boom to trim another section. I wanted to hurry up and get the limbs stacked so that they were ready to chip up once we were ready to start chipping.
Questions - STOP and involve all crews in these questions:	• As you are reading, what do you think affected this crew's ability to notice hazards? • Are there any strong or weak signals you see that could lead to a serious injury potential? If so, what would you do? • When doing the PJHS, what is your process to ensure everyone on the team understands and is aware of what is on the PJHS and the work plan?
The Event	I looked up to make sure the crew leader was not trimming anything near me before I entered the Drop Zone, something I was used to doing in order to finish the job faster. After I had checked a few times, I stopped checking to see if it was clear when I went to grab more branches. The trimmer forgot one branch. He boomed back over and made a cut but didn't check to see if it was clear before he let the limb fall; I was still getting brush and was completely unaware of my surroundings. When the trimmer realized I was underneath him, he yelled "Watch Out!" I froze and started to look up, but before I could raise my head all the way the limb hit the front brim of my hard hat. My hard hat flew off my head and I was completely shocked. The limb was thirteen inches in diameter. All I could think was how lucky I had been, seeing the force that the limb hit my hardhat with. My crew leader came down and made sure I was ok by "Yes, I am okay." I said. I thank God that it did not take a horrible accident for me to learn from my mistake, just a close call.
Lessons and Opportunities for Improvement	1. As a Crew leader/ Crew member, what is your responsibility to ensure your crew's safety? 2. At what point in the story would you have called an all stop? Would you have called an all stop? 3. Have you ever had a close call when entering the Drop zone? If so explain: Why did you enter? What was the reason? Was it peer pressure? What lead up to it? As leaders of this discussion, please listen, do not add "I would have done this" or "why didn't he do it this way..." Just listen to what the group has to say and everyone discuss ways to learn and improve.

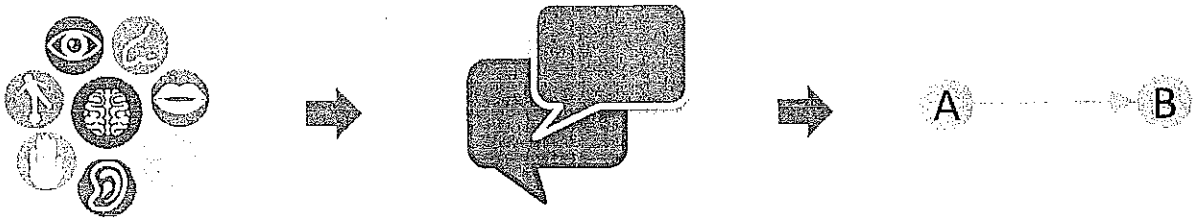


Moises, Safety Specialist

Situation Awareness is Noticing, Understanding and Forecasting.



Situation Awareness is spotting a problem before it happens.



	Pause, **NOTICE** *What is going on around us?*	Pause, **UNDERSTAND** *Assess the scene, what could it mean?*	Pause, **FORECAST** *What could happen next?*
ASK	▪ What are my teammates doing now? ▪ Where are they? ▪ What's making me uneasy? ▪ What can I see: o From aloft? o From the ground? o What can I NOT see? ▪ What do I need to pay close attention to?	▪ What tree/experience/situation is this most like? o What can I learn from that situation to help me here? o What's different? (Remember: risk hides in the differences) ▪ What do I know? o What do I not know? o What else could it be? ▪ Who can I ask to take a look?	▪ What are my teammates going to do next? ▪ Where are they going to be? ▪ Where's the line of fire? o What could hit me? o What could hit my teammates? ▪ How could we be surprised?
DELIBERATE PRACTICES	▪ Scan and focus. ▪ Trust your gut. ▪ Shift perspective. ▪ Look for critical cues and hidden traps.	▪ Get a fresh set of eyes. ▪ Question and challenge. ▪ Probe uncertainty. ▪ Gain varied experiences.	▪ Make actions predictable. ▪ Broadcast intentions. ▪ Have options ready. ▪ Monitor for weak signals.

Scan and Focus. | Focus and Scan. | Scan and Focus. | Focus and Scan. | Scan and Focus. | Focus and Scan.

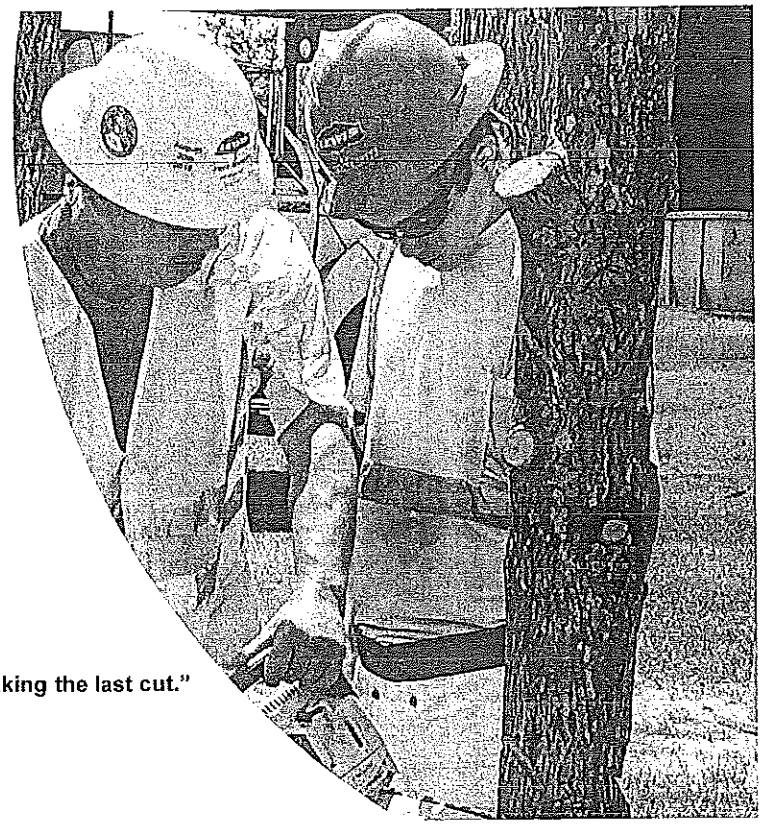
HUMAN PERFORMANCE

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Team Situation Awareness

Make Actions Predictable



Knowing what is going on around us **and with our team:**

- **Noticing** what's going on around us
  - What are my teammates doing now?
  - Where are they?
- **Understanding** what's happening
- **Forecasting** what's next
  - What are my teammates going to do next?
  - Where are they going to be?

Use standard phrases: "All clear . . ."
Communicate when changing phases of work: "I'm making the last cut."
Over communicate with the new guy:
"Stand over there as I make this cut."
Make sure you can hear each other
Imagine work from other points of view

What does it look like from bucket?
What does it look like from ground?
What does it look like from inexperienced spotter?



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FLORIDA MUNICIPAL POWER AGENCY

RFP# 2020-036
October 19, 2023

FMPA Request for Proposal Number 2020-036, Provision of Utility Tree Trimming and Vegetation Management Services, has changed to reflect the following additions, deletions, and/or modifications:

Item No. 1

Addition to the list of Participating Members

City of Mount Dora has been added as a Participating Member to Section 3 of the RFP Document.

Item No. 2

Modification to the pricing structure

Awarded Bidder, Lewis Tree Service, will accept FMPA's specification to price distribution services on a per mile basis. Clarification has been made by Lewis Tree to accept the FMPA per mile price structure; utilizing visual inspections of each Member's location to determine pricing, as each location may differ in density and other factors.

All other aspects of the bid document remain the same.

* * * * * *

MEMORANDUM

October 22, 2025

TO: FMPA Members

FROM: Sharon Samuels

SUBJECT: Utility Tree Trimming and Vegetation Management Services
RFP# 2020-036 – Award Extension

****

The FMPA Utility Tree Trimming and Vegetation Management Services Award, originally bid under FMPA RFP# 2020-036, is scheduled to expire October 31, 2025. FMPA contacted the current awarded bidders, ABC Professional Tree Services, Kendall Vegetation Services, and Lewis Tree Service to determine their interest in extending the bid award for an additional year.

All three awarded bidders indicated a desire to extend the award for an additional year. Kendall Vegetation Services and Lewis Tree Service provided a price increase per Section 26 of the terms and conditions section of the bid. It was accepted by the Participating Members.

The Participating Members, ABC Professional Tree Services, Kendall Vegetation Services, and Lewis Tree Service have mutually agreed to extend as indicated above for an additional year.

This award renewal will expire October 31, 2026.

If you have any questions regarding this bid award extension, please contact me at FMPA via the information provided below.

KENDALL
VEGETATION SERVICES

August 27, 2025

W. A. Kendall and Company, LLC (dba Kendall Vegetation Services) would like to submit our rates in support of the FMPA contract extension.

Please find attached our rates for STORM RESTORATION WORK. You will see current terms and types of manpower and equipment normally provided along with hourly rates.

Overtime will be billed for any time worked outside of 7:00 a.m. to 3:00 p.m. Monday through Friday, for any time over forty hours per week including hours worked on another utility system. Double time will be charged for holidays. The pay period begins Sunday and ends on Saturday. There will be no time charged for equipment left behind.

Off-system crews and equipment will be billed hourly for travel time to and from the storm area. In addition, a mobilization mileage fee will be charged at $2.00 per mile for dual wheel trucks and $1.00 per mile for pickups. The lowboy charge will be $4.50 per loaded mile. Standby time will be billed at the same rates as on-site work as listed above including Labor and Equipment. Any applicable overtime charges will apply.

Room and Board:

- Mobilization – Travel to and from storm area will be charged at the rate of $155.00 per day per man or $45.00 per day per man for meals only.
- On Site – Room and board provided by your company, there is no additional charge.

We have the capability of providing these crews immediately depending on your needs or circumstances of the storm. All personnel dispatched to storm have received certified line clearance training.

Sincerely,

Kurt W. Goodman
President

2736 Meadow Church Rd
Duluth, GA 30097
(770) 963-6017
www.kendallco.net

2025 OFF-SYSTEM STORM RESTORATION PRICING

LABOR				EQUIPMENT	
Description	**Hourly Price**	**Overtime Price**		**Description**	**Hourly Price**
Supervisor	$ 86.21	$ 129.32		Aerial Lift-55Ft. 2WD	$ 39.93
General Foreman	$ 80.31	$ 120.46		Aerial Lift-70Ft. 2WD	$ 51.97
Crew Leader	$ 70.86	$ 106.29		Aerial Lift-55Ft. 4WD	$ 46.41
Bucket Operator	$ 59.05	$ 88.57		Aerial Lift-70Ft. 4WD	$ 58.46
Climber	$ 64.95	$ 97.43		Aerial Lift-100Ft. 4WD	$ 118.45
Equipment Operator	$ 62.59	$ 93.89		Backyard Bucket Truck	$ 61.29
Laborer	$ 42.52	$ 63.77		Squirt Boom	$ 36.16
Mechanic (on site)	$ 90.23	$ 135.34		Chip Truck 2WD	$ 30.06
Safety Manager	$ 80.31	$ 120.46		Chip Truck 4WD	$ 36.54
Lowboy Driver	$ 80.31	$ 120.46		Jarraff	$ 94.66
				GeoBoy Mower	$ 94.66
				Tractor & Bushhog	$ 76.03
				12" Chipper	$ 14.59
				15" Chipper	$ 22.22
				18" Chipper	$ 29.24
				Pickup Truck 2WD	$ 23.26
				Pickup Truck 4WD	$ 28.13
				4 dr Crew cab Truck - 2WD	$ 28.13
				4 dr Crew cab Truck - 4WD	$ 33.14
				Power saw	$ 2.32
				Lowboy	$ 125.82
				Compact Track Loader (Skid Steer)	$ 75.14
				Dingo (Mini-Skidsteer)	$ 28.84
				Pull Truck and Trailer	$ 34.85
				Log Truck	$ 83.49
				Mechanic Truck	$ 72.95
				Trailer	$ 10.56

Distribution System Work To Include Labor, Equipment, Materials and Disposal	
Description (Higher Vegetation Foliage)	Unit Price (per mile)
Mileage Rate for 3-person crew, including aerial lift	See cover letter
Non-truck Accessible – Climbing Crew Trimming	See cover letter
Truck Accessible Street Access 3-person crew – w/ aerial lift	See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	See cover letter
For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
Description (Lower Vegetation Foliage)	Unit Price (per mile)
Mileage Rate for 3-person crew	See cover letter
Mileage Rate for 3-person crew, including aerial lift	See cover letter
Non-truck Accessible – Climbing Crew Trimming	See cover letter
Truck Accessible Street Access 3-person crew – w/ aerial lift	See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	See cover letter
For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

If there is an adder price for areas of *extremely* dense foilage, please list cost here (per mile)	N/A
If there is an adder price for water ways or other terrain, please list cost here (per mile)	N/A

Distribution System Work To Include Labor, Equipment, Materials and Disposal	
Diameter Breast Height	Unit Price (per tree)
0” to 6”	$ 237.35
6” to 8”	$ 250.46
9” to 18”	$ 1,153.26
19” to 24”	$ 2,178.37
24+”	Hourly
Tree Stump Grinding	$ 190.08

Chemical Application Pricing	
	Unit Price
Low Vol Backpack Foliar (Per acre)	$ 222.60
Basal Treatment (Per acre)	$ 264.00
Soil Injection	$ 241.20

Equipment			
Item	Unit Price	Item	Unit Price
Aerial Lift	$ 25.89	All Terrain Tree Trimmer	$ 82.90
Chipper	$ 7.54	Lift Truck-mileage	$ 1.91
Power Saw	$ 1.65	Pickup Truck-mileage	$ 1.43
Back Yard Lift	$ 28.60	Truck Left Behind	$ 13.44
Trailer	$ 4.53	Chipper Left Behind	$ 4.73
Split Dump	$ 14.53	Weed Eater	$ 1.65
Pole Power Saw	$ 1.65	Prentice Loader	$ 66.17
Full-size Pick-up	$ 13.44	Heavy Brush Cutter	$ 108.35
4WD Pick-up	$16.32	Stump Grinder	$ 29.35
Tractor	$ 30.67	Off-Road Aerial Lift	$ 27.01
Bush Hog	$ 66.17		

Hourly Labor Rates				
	Standard Rate	Overtime Rate	Other Rate If applicable _____	Other Rate If applicable _____
Tree Trimmer	$ 43.25	$58.39		
Groundsman	$ 37.73	$50.94		
Supervisor	$ 93.25	$125.88		
General Foreman	$ 67.65	$ 91.33		
Climber	$ 51.55	$ 69.60		
Mowing Grounds Person	$ 51.55	$ 69.60		
Spray Technician	$ 51.55	$ 69.60		
Other: Crew Foreman	$ 51.55	$ 69.60		
Other				
Certified Arborist	$ 67.65	$ 91.33		
In Reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here. Unable in Zones 2, 3, 4, 5				
Mobilization Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see map).				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Hourly Crew Price				

Mobilization and Other Charges	
	Unit Price
Charge if work is cancelled prior to mobilization	Hourly Rate x 4 Hours
Charge if work is cancelled after mobilization	Hourly Rate x 8 Hours
Per diem rate if overnight stay is required	$ 112.50
Charge if there is adder for Call-Out work	N/A

Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

To: FMPA Members

From: Sharon Samuels

Date: September 30, 2020

Re: Award of the Utility Tree Trimming and Vegetation Management Services
RFP# 2020-036

****

The members participating in the Utility Tree Trimming and Vegetation Management Services RFP have reviewed the bid submittals. These bids were received in response to the FMPA RFP# 2020-036.

FMPA received bids from ABC Professional Tree Services of Webster, TX; Kendall Vegetation Services of Lawrenceville, GA; and Lewis Tree Service of Henrietta, NY.

Pursuant to Section 29, Reserved Rights of the RFP document, the recommended award is for three (3) bidders: ABC Professional Tree Services; Kendall Vegetation Services, Inc.; and Lewis Tree Service.

These awarded bidders will extend the bid prices and terms to other FMPA Members as stated in our RFP document. This bid award is effective October 1, 2020 through October 31, 2025; at that time the award may be extended by mutual consent.

Below is the contact information for the awarded bidders:

ABC Professional Tree Serv.	Kendall Vegetation Services	Lewis Tree Service
201 Flint Ridge Rd., Ste. 201	P.O. Box 831	300 Lucius Gordon Dr.
Webster, TX 77598	Lawrenceville, GA 30046	West Henrietta, NY 14586
P: 713-644-8808	P: 770-963-6017	P: 941-662-7391

If you have any questions or concerns, please feel free to contact me.

cc: Bidders

FMPA
UTILITY TREE TRIMMING & VEGETATION MANAGEMENT SERVICES BID
FMPA RFP# 2020-036

Bidders Exceptions and Clarifications - *Revised*

ABC Professional Tree Services

- ABC Professional Tree Serv. took the following exceptions:
  - Exception to per mile pricing; prices will be based on Time & Materials; in some cases with a 20% adder. *Please note this is in conflict with FEMA requirements; FMPA will, however, add a Not to Exceed clause to the agreement, which is acceptable to FEMA when using Time & Materials contracts. To meet FEMA requirements, Participating Members, must indicate a Not To Exceed amount in their purchase order.*

Kendall Vegetation Services

- Will provide Storm Related Services only; no scheduled Distribution or Transmission Work.
- Kendall made the following clarifications:
  - Overtime will be billed for anytime outside of 7am to 3pm, Monday through Friday, for anytime over forty hours per week including hours worked on another utility system. FMPA received this explanation "If we work Monday, Tuesday, and Wednesday for our client, and then get called to service FMPA Member for storm work. The 30 hours we worked for our client count toward the overtime threshold for that week. So our crews would be on overtime with FMPA Member after working 10 hours."
  - Travel time will be billed to and from the storm area.
  - Mobilization fee will be charged at $2.00 per mile for dual wheel trucks and $1.00 per mile for pickups.
  - Mobilization for crews will include travel to and from the storm area and charged at a rate of $135 per day per man or $40 per day per man for meals only.
  - Standby time will be billed at same rates as on-site work (labor and equipment rates)
  - On-Site – Room and board, provided by the utility, will be no additional charge.
- Took the following exceptions:
  - Exception to per mile pricing; prices will be based on Time & Materials. *Please note this is in conflict with FEMA requirements; FMPA will, however, add a Not to Exceed clause to the agreement, which is acceptable to FEMA when using Time & Materials contracts. To meet FEMA requirements, Participating Members, must indicate a Not To Exceed amount in their purchase order.*
  - Price adjustment schedule – Kendall proposed adjusting pricing annually by CPI, rather than adjusting after the third year of the agreement.

Lewis Tree Service, Inc.

- Will provide service to Zone 1 only (covers Jacksonville Bch to Bushnell).
- Will provide Distribution and Storm Related Services only; no Transmission Work.
- Lewis Tree made the following clarifications
  - Per mile pricing is determined by visually inspecting the work and considering all variables. Without having the opportunity, pricing is likely to be overly conservative to protect the bidder and results in being more costly to the utility. As such, Lewis Tree took exception to pricing structure.

- Some utilities are on an established trimming cycle and some are not. Not knowing the vegetation conditions makes it difficult to provide per mile pricing.
- Hourly crew prices will be determined by using distribution hourly pricing and equipment rates. Crew composition will be agreed upon between Lewis Tree and Participating Member.

- Lewis Tree took the following exceptions:
  - Exception to per mile pricing; prices will be based on hourly labor rates and equipment.
  - Emergency/Storm Response pricing will be based on hourly time and equipment rates. *Please note this is in conflict with FEMA requirements; FMPA will, however, add a Not to Exceed clause to the agreement, which is acceptable to FEMA when using Time & Materials contracts. To meet FEMA requirements, Participating Members, must indicate a Not To Exceed amount in their purchase order.*
  - Crew Size – FMPA list crew size as 3 individuals; Bidder states crew size is based on scope of work as agreed by Participating Member.
  - Exceptions to FMPA Master Services Agreement as follows:
    - Add the following paraphrased paragraph – Contractor shall not be required to handle, store, transport, apply, or dispose of any product containing N-(phosphonomethyl) glycine (or "Glyphosate") or any of its chemical derivatives as part of its performance obligations under this agreement.
  - Took exception to indemnity clause and provided alternate language.
  - Delete Paragraph 33 – Liquidated Damages

DISTRIBUTION

Distribution System Work Includes Labor, Equipment, Materials and Disposal.			
Description (Higher Vegetation Foliage)	**ABC Prof. Tree Serv.** **Unit Price** (per mile)	**Kendall Vegetation** **Unit Price** (per mile)	**Lewis Tree** **Unit Price** (per mile)
Mileage Rate for 3-person crew[1], including aerial lift	Time & Equipment	No Bid	Time & Equipment
Non-truck Accessible – Climbing Crew Trimming	Time & Equipment	No Bid	Time & Equipment
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	Time & Equipment	No Bid	Time & Equipment
Limited Access (Not Maintained Roadway) w/ Crew	Time & Equipment	No Bid	Time & Equipment
(Lower Vegetation Foliage)	(per mile)	(per mile)	(per mile)
Mileage Rate for 3-person crew[1]	Time & Equipment	No Bid	Time & Equipment
Mileage Rate for 3-person crew[1], including aerial lift	Time & Equipment	No Bid	Time & Equipment
Non-truck Accessible – Climbing Crew Trimming	Time & Equipment	No Bid	Time & Equipment
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	Time & Equipment	No Bid	Time & Equipment
Limited Access (Not Maintained Roadway) w/ Crew	Time & Equipment	No Bid	Time & Equipment
Adder price for areas of *extremely* dense foliage (Cost per mile).	Time & Equipment	No Bid	N/A
Adder price for waterways or other terrain (Cost per mile).	Time & Equipment	No Bid	N/A

[1] *A 3-person crew includes a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.*

Distribution System Work TREE REMOVAL Includes Labor, Equipment, Materials and Disposal.			
Diameter Breast Height	**ABC Prof. Tree Serv.** **Unit Price** Per Tree	**Kendall Vegetation** **Unit Price** Per Tree	**Lewis Tree** **Unit Price** Per Tree
0" to 6"	Time & Equip Rates	No Bid	$ 197.79
6" to 8"	Time & Equip Rates	No Bid	$ 208.72
9" to 18"	Time & Equip Rates	No Bid	$ 961.05
19" to 24"	Time & Equip Rates	No Bid	$ 185.31
24+"	Time & Equip Rates	No Bid	Hourly rates
Tree Stump Grinding (per Inch)	Cost + 20%	No Bid	$ 158.40

CHEMICAL APPLICATION PRICING			
	ABC Prof. Tree Serv. **Unit Price**	**Kendall Vegetation** **Unit Price**	**Lewis Tree** **Unit Price**
Low Vol Backpack Foliar *(Per acre)*	Cost + 20%	No Bid	$ 185.50
Basal Treatment *(Per acre)*	Cost + 20%	No Bid	$ 220.00
Soil Injection *(per tree)*	Cost + 20%	No Bid	$ 201.00*

Note: * With a miminum of $25,000 worth of work. This is due to the cost of the product, equipment, and logistics of crew training.

TRANSMISSION

Transmission System Work Includes Labor, Equipment, Materials and Disposal.			
Description	**ABC Prof. Tree Serv.** **Unit Price** (per acre)	**Kendall Vegetation** **Unit Price** (per acre)	**Lewis Tree** **Unit Price** (per acre)
Mowing of ROW (Transmission Corridor, Rural, Floor Clearance)	Time & Equip Rates	No Bid	No Bid
Mowing w/ Limited Access	Time & Equip Rates	No Bid	No Bid
Adder price for areas of *extremely* dense foliage (Cost per mile).	Hourly & Mileage	No Bid	No Bid
Adder price for waterways or other terrain (Cost per mile).	Cost + 20%	No Bid	No Bid

Chemical Application Pricing			
Description	**ABC Prof. Tree Serv.** **Unit Price** (per acre)	**Kendall Vegetation** **Unit Price** (per acre)	**Lewis Tree** **Unit Price** (per acre)
Mowing & Herbicide (Transmission Corridor, Rural, Floor Clearance)	Time & Equip + 20%	No Bid	No Bid
Mowing & Herbicide w/ limited access	Time & Equip + 20%	No Bid	No Bid

EMERGENCY & STORM RELATED SERVICES

Distribution System Work Includes Labor, Equipment, Materials and Disposal.			
Description	**ABC Prof. Tree Serv. Unit Price** (per mile)	**Kendall Vegetation Unit Price** (per mile)	**Lewis Tree Unit Price** (per mile)
Mileage Rate for 3-person crew[1], including aerial lift	Time & Equipment	Time & Equipment	Hourly rates
Non-truck Accessible – climbing crew trimming	Time & Equipment	Time & Equipment	Hourly rates
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	Time & Equipment	Time & Equipment	Hourly rates
Limited Access w/ 3-person crew [1]	Time & Equipment	Time & Equipment	Hourly rates
[1] *A 3-person crew includes a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.*			

Tree Removal Includes Labor, Equipment, Materials and Disposal.			
Diameter Breast Height	**ABC Prof. Tree Serv. Unit Price** Per Tree	**Kendall Vegetation Unit Price** Per Tree	**Lewis Tree Unit Price** Per Tree
0" to 6"	Time & Equipment	Time & Material	Hourly rates
6" to 8"	Time & Equipment	Time & Material	Hourly rates
9" to 18"	Time & Equipment	Time & Material	Hourly rates
19" to 24"	Time & Equipment	Time & Material	Hourly rates
24+"	Time & Equipment	Time & Material	Hourly rates
Tree Stump Grinding (per Inch)	Time & Equipment	Time & Material	Hourly rates

NOTE: This agreement will include a Not to Exceed cost of $300,000 for Time and Material Rated services. Cost of $300,001 and up will require review and approval of the Participating Member utility.

FMPA TREE TRIMMING & VEGETATION MANAGEMENT SERVICES BID -- RFP# 2020-036
Labor Rates - Detailed Pricing Sheet

Hourly Labor Rates ($/Hr)	DISTRIBUTION WORK								
	ABC Professional Tree Serv.			Kendall Vegetation Serv.			Lewis Tree		
	Standard Rate	Overtime Rate	Doubletime /Holiday Rate	Standard Rate	Overtime Rate	Doubletime /Holiday Rate	Standard Rate	Overtime Rate	Doubletime/Holiday Rate
Tree Trimmer	$ 40.00	$ 60.00	$ 80.00	No Bid			$ 36.94	$ 49.87	
Groundsman	$ 36.00	$ 54.00	$ 72.00				$ 32.72	$ 44.18	
Supervisor	$ 60.00	$ 90.00	$ 120.00				$ 59.87	$ 80.83	
General Foreman	$ 55.00	$ 82.50	$ 110.00				$ 47.82	$ 64.56	
Climber	$ 45.00	$ 67.50	$ 90.00				$ 36.94	$ 49.87	
Mowing Grounds Person	$ 36.00	$ 54.00	$ 72.00				$ 40.17	$ 54.23	
Spray Technician	$ 50.00	$ 75.00	$ 100.00				$ 47.82	$ 64.56	
Certified Arborist	$ 300.00	$ 450.00	$ 600.00				$ 47.82	$ 64.56	
Other *(foreman)*	$ 53.00	$ 79.50	$ 106.00				$ 40.17	$ 54.23	

Hourly Labor Rates ($/Hr)	TRANSMISSION WORK								
	ABC Professional Tree Serv.			Kendall Vegetation Serv.			Lewis Tree		
	Standard Rate	Overtime Rate	Doubletime Rate	Standard Rate	Overtime Rate	Doubletime/Holiday Rate	Standard Rate	Overtime Rate	Doubletime Rate
Groundsman	$ 36.00	$ 54.00	$ 72.00	No Bid			No Bid		
Supervisor	$ 60.00	$ 90.00	$ 120.00						
General Foreman	$ 55.00	$ 82.50	$ 110.00						
Mowing Grounds Person	$ 36.00	$ 54.00	$ 72.00						
Spray Technician	$ 50.00	$ 75.00	$ 100.00						
Trimmer	$ 40.00	$ 60.00	$ 80.00						
Other *(foreman)*	$ 53.00	$ 79.50	$ 106.00						

Hourly Labor Rates ($/Hr)	EMERGENCY & STORM RELATED WORK								
	ABC Professional Tree Serv.			Kendall Vegetation Serv.			Lewis Tree		
	Standard Rate	Overtime Rate	Doubletime Rate	Standard Rate	Overtime Rate	Doubletime/Holiday Rate	Standard Rate	Overtime Rate	Doubletime Rate
Tree Trimmer	$ 40.00	$ 60.00	$ 80.00				$ 38.68	$ 54.15	$ 65.75
Groundsman	$ 35.00	$ 52.50	$ 70.00				$ 29.71	$ 41.60	$ 50.51
On-Site Storm Coordinator	$ 60.00	$ 90.00	$ 120.00				$ 59.38	$ 83.12	$ 100.93
General Foreman	$ 55.00	$ 82.50	$ 110.00	$ 68.00	$ 102.90	$ 136.00	$ 51.57	$ 72.19	$ 87.65
Safety Personnel	$ 60.00	$ 90.00	$ 120.00	$ 68.00	$ 102.00	$ 136.00	$ 51.57	$ 72.19	$ 87.65
Climber	$ 40.00	$ 60.00	$ 80.00	$ 55.00	$ 82.50	$ 110.00	$ 35.34	$ 49.48	$ 60.08
Mobile Mechanic				$ 68.00	$ 102.00	$ 136.00			
Crew Leader				$ 60.00	$ 90.00	$ 120.00			
Bucket Operator				$ 50.00	$ 75.00	$ 100.00			
Equipment Operator				$ 53.00	$ 79.50	$ 106.00			
Laborer				$ 36.00	$ 54.00	$ 72.00			
Lowboy Driver				$ 68.00	$ 102.00	$ 136.00			
Other *(Foreman/supervisor)*	$ 53.00	$ 79.50	$ 106.00	$ 73.00	$ 109.50	$ 146.00			

NOTE: This agreement will include a Not to Exceed cost of $300,000 for Time and Material Rated services. Cost of $300,001 and up will require review and approval of the Participating Member utility.

Equipment Rates - Detailed Pricing Sheet

DISTRIBUTION EQUIPMENT		
	ABC Professional Tree Serv.	Lewis Tree
Item	Unit Price	Unit Price
Aerial Lift	$ 35.00	$ 24.66
Chipper	$ 18.00	$ 6.68
Power Saw	$ 2.00	$ 1.57
Back Yard Lift	$ 75.00	$ 21.25
Trailer	$ 20.00	$ 3.96
Split Dump	$ 25.00	$ 13.79
Pole Power Saw	$ 5.00	$ 1.57
Full-size Pick-up	$ 18.00	$ 12.63
4WD Pick-up	$ 22.00	$ 15.54
Tractor	$ 75.00	$ 26.87
Bush Hog	$ 15.00	$ 17.20
All Terrain Tree Trimmer	$ 125.00	$ 77.98
Lift Truck-mileage	$ 2.99	$ 1.91
Pickup Truck-mileage	$ 2.99	$ 1.43
Truck Left Behind	Time & Materials	$ 12.33
Chipper Left Behind	Time & Materials	$ 3.34
Weed Eater	$ 2.00	$ 1.57
Prentice Loader	$ 125.00	$ 61.91
Heavy Brush Cutter	$ 159.00	$ 103.19
Stump Grinder	Cost + 20%	$ 27.95
Off-Road Aerial Lift	$ 45.00	$ 24.20

TRANSMISSION EQUIPMENT		
	ABC Professional Tree Serv.	Lewis Tree
Item	Unit Price	Unit Price
Aerial Lift 75'	$ 45.00	No Bid
Aerial Lift 75' 4WD	$ 45.00	No Bid
Aerial Lift 50'	$ 35.00	No Bid
Aerial Lift 50' 4WD	$ 35.00	No Bid
Aerial Lift 37'	$ 30.00	No Bid
Brush Chipper	$ 15.00	No Bid
Disc Chipper	$ 15.00	No Bid
Power Saw	$ 2.00	No Bid
Mower Bat Wing – minimum width 15'	No Bid	No Bid
Dump truck	$ 25.00	No Bid
Foreman Vehicle	$ 22.00	No Bid
Lift Truck-mileage	$ 2.99	No Bid
Pickup Truck-mileage	$ 2.99	No Bid
4WD Pick-up	$ 22.00	No Bid
Tractor	$ 75.00	No Bid
Bush Hog	$ 15.00	No Bid
Heavy Brush Cutter	$ 150.00	No Bid
Weed Eater	$ 2.00	No Bid
Prentice Loader	$ 125.00	No Bid
Spray Truck	$ 75.00	No Bid
Stump Grinder	Cost + 20%	No Bid
Off-Road Aerial Lift	$ 45.00	No Bid

NOTE: This agreement will include a Not to Exceed cost of $300,000 for Time and Material Rated services. Cost of $300,001 and up will require review and approval of the Participating Member utility.

STORM RELATED Equipment Rates - Detailed Pricing Sheet

*Kendall Vegetation Provided a different list of equipment. They are listed with pricing below.

EMERGENCY & STORM RELATED		
	ABC Professional Tree Serv.	Lewis Tree
Item	Unit Price	Unit Price
Aerial Lift 75'	$ 45.00	Distribution Equipment Pricing will apply for Emergency and Storm Related Work.
Aerial Lift 75' 4WD	$ 45.00	
Aerial Lift 50'	$ 35.00	
Aerial Lift 50' 4WD	$ 35.00	
Aerial Lift 37'	$ 30.00	
Brush Chipper	$ 15.00	
Disc Chipper	$ 15.00	
Power Saw	$ 2.00	
Mower Bat Wing – minimum width 15'	No Bid	
Dump truck	$ 25.00	
Foreman Vehicle	$ 22.00	
Lift Truck-mileage	$ 2.99	
Pickup Truck-mileage	$ 2.99	
4WD Pick-up	$ 22.00	
Tractor	$ 75.00	
Bush Hog	$ 15.00	
Heavy Brush Cutter	$ 150.00	
Weed Eater	$ 2.00	
Prentice Loader	$ 125.00	
Spray Truck	$ 75.00	
Stump Grinder	Cost + 20%	
Off-Road Aerial Lift	$ 45.00	

EMERGENCY & STORM RELATED - KENDALL VEGETATION ONLY	
	Kendall Vegetation
Item	Unit Price
Aerial Lift 55' 2WD	$ 34.14
Aerial Lift 55' 4WD	$ 39.68
Aerial Lift 70' 2WD	$ 44.14
Aerial Lift 70' 4WD	$ 49.98
Aerial Lift 37'	$ 30.00
Chip Truck 2WD	$ 25.70
Chip Truck 4WD	$ 31.24
Jarraff	$ 117.91
Kendall Cutter or Heavy-Duty Mower	$ 117.91
Tractor & Bushhog	$ 65.00
12: Chipper	$ 12.47
15" Chipper	$ 19.00
18" Chipper	$ 25.00
Pickup Truck 2WD	$ 19.89
Pickup Truck 4WD	$ 24.05
4 dr Crew Cab Truck - 2WD	$ 24.05
4 dr Crew Cab Truck - 4WD	$ 28.33
Power saw	$ 1.98
Lowboy	$ 107.57
Compact Track Loader	$ 64.24
Pull Truck and Trailer	$ 29.80
Log Truck	$ 71.38
Mechanic Truck	$ 62.37

NOTE: This agreement will include a Not to Exceed cost of $300,000 for Time and Material Rated services. Cost of $300,001 and up will require review and approval of the Participating Member utility.

MOBILIZATION AND MISCELLANEOUS CHARGES

Mobilization Charges:	ABC Prof. Tree Serv. PRICE	Kendall Vegetation PRICE	Lewis Tree PRICE
Mobilization to each Participating Member	Time & Equipment	Hourly Crew Labor + $2.00 per mile to and from	Hourly Crew Labor + Equipment Rate
Miscellaneous Charges:	**ABC Prof. Tree Serv. PRICE**	**Kendall Vegetation PRICE**	**Lewis Tree PRICE**
Charge if work is canceled prior to mobilization	2 Hours	No Bid	Hourly Rate + 4 Hours
Charge if work is canceled after mobilization	Hourly & Mileage	No Bid	Hourly Rate + 8 Hours
Breakdown and setup costs	$150 per person	No Bid	See Clarifications
Per diem rate if overnight stay is required	Double Time Rate	No Bid	N/A
Miscellaneous Charges (Emergency/Storm Related):	**ABC Prof. Tree Serv. PRICE**	**Kendall Vegetation PRICE**	**Lewis Tree PRICE**
Travel Rate Per Mile - Emergency/Storm Related	Time & Equipment	Hourly Crew Labor + $2.00 per mile to and from	Hourly Rate + 4 Hours
Charge if work is canceled prior to mobilization	2 Hours		Hourly Rate + 8 Hours
Charge if work is canceled after mobilization	Hourly Crew Labor + Equipment Rate		See Clarifications
Per diem rate if overnight stay is required	$150 per person	$135 per person	N/A



JOINT PURCHASE PROJECT

REQUEST FOR PROPOSALS

FOR

UTILITY TREE TRIMMING & VEGETATION MANAGEMENT SERVICES

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
(407) 355-7767
www.fmpa.com

RFP No. 2020-036 **August 2020**

FLORIDA MUNICIPAL POWER AGENCY

REQUEST FOR PROPOSALS

FOR

UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES

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REQUEST FOR PROPOSALS

(This is not an order)

R
E Florida Municipal Power Agency
T TO: 8553 Commodity Circle
U Orlando, Florida 32819
R Attn: Sharon Samuels
N

RFP FMPA 2020-036

Date Issued: August 19, 2020

Telephone: (407) 355-7767

NOTICE: Because purchases pursuant to this RFP may qualify for Federal Emergency Management Agency ("FEMA") financial assistance, this Request for Proposal and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT 1:30 P.M. ON SEPTEMBER 15, 2020, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Proposals shall be submitted on the forms provided and must be manually signed.
- Proposals shall be sealed in an envelope with the proposal number, opening date, and time clearly indicated.
- Proposals received after the opening date and time may be rejected and returned unopened.
- The attached Invitation shall become part of any purchase order resulting from this Request for Proposal.

DESCRIPTION

AUGUST 2020

Florida Municipal Power Agency
JOINT PURCHASE PROJECT
Proposals for UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES

See attached Request for Proposals, General Conditions, Specifications, and Proposal Forms for detailed description.

It is the intent and purpose of the Florida Municipal Power Agency that this Request for Proposal promotes competitive bidding. It shall be the proposer's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the proposal opening date.

ADVERTISEMENT

Proposal For

August 2020

FLORIDA MUNICIPAL POWER AGENCY
PROPOSALS FOR UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES

REQUEST FOR PROPOSALS
FMPA 2020-036

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 1:30 p.m., September 15, 2020, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for Utility Tree Trimming and Vegetation Management Services as more fully described in the Request for Proposals package.

RFP packages for this project may be obtained from FMPA at the above address, by telephone (407) 355-7767, via e-mail request to *bidinfo@fmpa.com,* or via Internet download at *www.fmpa.com*.

No proposal may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of proposals. Proposals received after the day and time stated above may not be considered.

Proposals will be accepted for Utility Tree Trimming and Vegetation Management Services from companies who have established, through demonstrated expertise and experience that they are qualified to provide the services as specified.

The Florida Municipal Power Agency reserves the right to reject any and all proposals in total or in part and to waive defects in proposals.

Jacob Williams
General Manager
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY
Request for Proposals for
Utility Tree Trimming and Vegetation Management Services

1. Introduction - FMPA Description

The Florida Municipal Power Agency (FMPA) was formed in 1978 for the purpose of providing a means for its members to benefit from a joint association of fellow municipally-owned utilities, including joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

In July of 1994 by action of its Board of Directors FMPA created a Project for the joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

Those FMPA members desiring to share in the benefits of joint purchasing of services, materials, supplies and equipment are a Participating Member of the Project.

FMPA's role, on behalf of FMPA Members is to administer the Project for the selection, bidding, and awarding of services, materials, supplies, and equipment utilized by the Project Participating Member and for the Project Participating Member to secure services, materials, supplies, and equipment through this Project, thus enjoying the benefits resulting from bulk purchasing.

2. General Description of Services Sought

FMPA is seeking to select one or more entities to provide delivery of Utility Tree Trimming and Vegetation Management Services from qualified vendors with a minimum of three-years experience working in proximity of energized 7,200, 12,470, 13,200, 13,800, and 22,860 phase distribution systems and high voltage transmission systems 69kV and 138kV.

Services shall include the performance of all vegetation management services required by Participants including initial clearing, emergency tree cutting, maintenance, chemical treatment, mowing, right of way clearing, dead/disease tree removals, tree removal and replacement, non-electric trimming, and maintenance of transmission and distribution areas. The successful bidder will provide the minimum clearance, as required by the National Electric Safety Code (NESC) and IEEE for tree limbs, vines, or brush, surrounding all communications and electrical cables on the distribution circuit and transmission towers.

The successful bidder will be required to obtain this clearance through industry standards of good workmanship procedures of trimming and/or cutting limbs, and if necessary removing trees. The successful bidder will also be required to work in locations inaccessible by trucks. Therefore, personnel should be capable of climbing trees to perform trimming and/or cutting. The crews will be required to trim trees within services territories from the Florida panhandle to Key West (from Key West to Sunshine Key-Miles Marker 0 through Mile Marker 42).

The term of this agreement shall be for five (5) years, followed by up to two (2) one-year extension periods by mutual consent. Prices as stated herein will be firm for the first three years of the agreement.

3. Overview

This is a joint solicitation issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following Participating Members:

Beaches Energy Services	City of Bartow
City of Bushnell	City of Clewiston
City of Green Cove Springs	City of Homestead
City of Lake Worth Beach	City of Leesburg
City of Newberry	City of Wauchula
Keys Energy Services	Town of Havana

4. Participating Members

This RFP is requesting proposals for Utility Tree Trimming and Vegetation Management Services to be provided to Participating Members. It is anticipated that municipal electrical systems other than those “Participating Members” listed in Section 3 may also wish to purchase the Utility Tree Trimming and Vegetation Management Services. Therefore, the awarded Proposer(s) is also requested to extend its quoted price to any municipal system. In that event, all of the applicable terms and conditions of this RFP shall apply. A map showing the FMPA members is included in Attachment A.

5. Purchasing Services

Subsequent to the award, the Project Participating Members named above, will through their own initiative issue purchase orders to the Contractor (s) awarded the agreement pursuant to this Request for Proposal. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs, or damages incurred pursuant to any agreement (purchase order) entered into by them with the successful proposer or offeror to this solicitation.

6. FMPA’s Responsibility

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

7. Indemnity

After notification of award, the successful bidder shall indemnify and save harmless FMPA from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefor.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA as set forth in Florida Statute 768.28.

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

8. Notice to Proposers

Sealed proposal packages will be received until 1:30 P.M. EST on September 15, 2020 ("Proposal Due Date") at the offices of Florida Municipal Power Agency. Each proposer is required to submit a Proposer Information Form (included in this RFP package), other forms included in this package as appropriate, and all other information necessary to allow a complete evaluation of the proposal. Registered proposers will be notified through the issue of RFP addenda of any change in the Proposal Due Date or other necessary revision to information contained in this RFP. FMPA reserves the right to reject all proposals received after the Proposal Due Date.

One original and one (1) copy of the proposal response package should be sealed and delivered to the following address:

Ms. Sharon Samuels
Member Services Programs & Procurement Administrator
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Clearly legible on the outside of the sealed envelope shall be " UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES, FMPA RFP 2020-036".

9. Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 90 days. This period may be extended at FMPA's request only by written agreement of the proposer. The content of this RFP and the proposal of the successful proposer will be included by reference in any resulting contract.

10. Right of Rejection

This RFP is not an offer establishing any contractual rights. This solicitation is solely an invitation to submit proposals.

FMPA reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Waive any requirement in this RFP;
- Not disclose the reason for rejecting a proposal;
- Not select the proposal with the lowest price; and
- Seek and reflect clarifications to proposals.

11. Performance Bond/Surety

Neither a bid nor a performance bond or surety is required pursuant to this Request for Proposal.

12. Budgetary Constraints

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

13. Interpretations and Addenda

All questions regarding interpretation of this RFP, technical or otherwise, must be submitted in writing to the following:

By Fax: Ms. Sharon Samuels
(407) 355 - 5796

By Mail or Courier: Ms. Sharon Samuels
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

By E Mail: *sharon.samuels@fmpa.com*

Only written responses provided by FMPA to proposers' questions will be considered official. A verbal response by FMPA will not be considered an official response. Written responses to questions and requests for interpretations will be provided to all potential proposers. Copies of all addenda issued in connection with this RFP will be sent to all potential proposers.

14. Errors, Modifications or Withdrawal of Proposal

Each proposer should carefully review the information provided in the RFP prior to submitting a response. The RFP contains instructions which must be followed by all proposers. Modifications to proposals already received by FMPA will only be accepted prior to the Proposal Due Date. Proposals may be withdrawn by giving written notice to FMPA prior to the Proposal Due Date.

15. Proprietary Confidential Business Information

All proposals shall become property of FMPA. FMPA will not disclose to third parties any information that is clearly labeled "Proprietary Confidential Business Information" in a proposal unless, in the opinion of counsel for FMPA, such disclosures are required by law or by order of the court or government agency having appropriate jurisdiction. Each page of Proprietary Confidential Business Information must be clearly labeled "PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION" at the top of the page. FMPA reserves the right to disclose information contained in proposals to its consultant(s) for the sole purpose of assisting in the proposal evaluation process. FMPA will require the consultant(s) to maintain the confidentiality of the document.

16. Default and Damages Provisions

FMPA will negotiate standard terms and conditions for default and damages with the awarded proposer(s). All proposers are requested to include proposed default and damages provisions in their proposals. However, individual Participating Members may choose the standard terms and conditions, or negotiate different terms and conditions with the awarded proposer(s), depending on local requirements.

17. Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all proposers should be aware of the following:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

18. Collusion

By offering a submission pursuant to this RFP, the proposer certifies the proposer has not divulged, discussed, or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, the proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to his own organization, that in connection with this proposal:

(1) Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor

(2) Any prices and/or cost data quoted for this proposal have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other proposer or to any competitor

(3) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition

(4) The only person or persons interested in this proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into and

(5) No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Proposer for the purpose of doing business.

19. Drug Free Workplace

A Drug-Free Workplace Statement must be completed, signed, and returned prior to award of proposal. This form will be used whenever two or more proposals that are identical with respect to price, quality, delivery, and service are received; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

20. Subcontracted Services

Proposal should indicate which, if any, of the services to be provided would be subcontracted by the proposer to independent contractors.

21. Pre-Proposal Preparation

This request for proposal does not commit FMPA or Participating Members to pay any cost incurred in the preparation and submission of the proposal or to pay any other costs incurred prior to award.

22. Award

The Florida Municipal Power Agency and the Participating Members reserve the right to make a single or multiple awards for all proposal items, or to make separate awards for a single proposal item or any combination of such items. However, it is our preference to award to a single bidder; proposals will be evaluated on this premise.

OTHER BASIS FOR AWARD

Other factors that will be considered besides the lowest price are:

- Quality of workmanship as represented by references
- Relevant Experience
- Qualified Personnel
- Capabilities to perform to the contractual requirements.
- Capabilities to perform technical requirements
- Willingness to adhere to FMPA Terms and Conditions

Exceptions to the bid may be considered if determined minor in nature and acceptable to FMPA's application. All exceptions shall be noted on the attached "Proposer Information" form.

23. Definitions

The words and terms defined in this document shall have the following meanings as used throughout.

ACCEPTANCE – Written acknowledgement by the Participating Member's authorized representative that the Work has been completed in a manner consistent with the terms, conditions and specifications of a Participant Contract or Purchase Order.

CONTRACTOR – The business entity (and its affiliates and authorized assigns),which has been awarded by FMPA or executed a contract with a Participating Member shall include any and all subcontractors, affiliates and authorized assigns that provide or perform any or all of the Work. This entity may also be referred to as the Contractor, successful bidder, or successful proposer.

PARTICIPATING CONTRACT – The aggregation of all documents that constitute the binding agreement between the Contractor and a Participating Member. The Participant Contract may include but shall not be limited to The Award or Agreements that result from this solicitation, Participant Blanket Orders, Participant Purchase Orders, Order Releases, and all attachment agreements.

PARTICIPATING MEMBER – A FMPA Member engaged in the specific procurement activity specified in the Request for Proposal, Invitation to Bid, Award, or agreement. The actual Participating Member may change over the term of the Award and new Participants may be added or removed. The terms Participating Member and Participants may be used interchangeable throughout this document.

PURCHASE ORDER (PO) – A Work authorization, issued by a Participating Member, which is issued subject to the terms and conditions of the Award or Agreement and a Participant Contract. The term "Purchase Order" shall also include "blanket order releases" and any other ordering methodology agreed to in writing by a Participant and Contractor.

WORK – Labor, materials, supplies, equipment, goods, and services including any related documentation, software, reports, testing, transport, administration, management, tools and any and all other requirements to be furnished or performed by Contractor under this Agreement and/or a Participant Contract together with all other additional necessities that am not specifically recited in this Agreement or Participant Contract but which could be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Agreement and/or a Participant Contract

24. Entire Contract

These General Terms and Conditions, the Master Agreement between FMPA and the selected Contractor(s), and the Participating Member Purchase Order (PO) for which they are being provided (including attachments thereto) constitute the entire agreement between Participating Member and the Contractor.

25. Acceptance of Services

Services shall be subject to Participating Member's inspection at any time. Participating Member may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by Participating Member) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair Participating Member's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which Participating Member may be entitled, notwithstanding Participating Member's knowledge of the nonconformity, its substantiality or ease of discovery.

Final acceptance of the Services and Work Product for purposes of the Purchase Order shall be the date upon which Participating Member confirms that all Services and Work Product have been completed in accordance with the terms of the Purchase Order ("Final Acceptance").

26. Term of Agreement

The term of the bid award shall be a five-year period from the date of award, and the initial five-year term shall be followed by up to two (2) one-year extension periods by mutual agreement between the Participating Member(s) and the Successful Bidder(s). Any and all extensions shall be executed in writing by both parties. The extensions shall be a continuance of the same terms, conditions and principles of the original award, unless changes are mutually agreed upon in writing and become part of the extended Award or an amendment to the Bid Award.

Participating Members' decision to renew will be based on the performance of the Successful Bidder(s) and current market conditions at that time. At the end of the initial term and each renewal term, if any, Participating Member(s) will evaluate prices as well as other performance measures. Should any Bidder(s) choose not to renew their portion of the bid award, the project Participating Member reserves the right to terminate the Award with that supplier(s) and re-advertise or select a second supplier.

Price Adjustments - Prices will remain firm for an initial 3-year term. Pricing updates are to be submitted to FMPA and Participating Members annually for consideration and approval for subsequent years; see Escalation/De-escalation section below. Participating Member(s), in general, expects to see a decline in total cost in renewals as renewal periods incur no startup costs, the Successful Bidder(s) should be already familiar with the Work, and the Successful Bidder(s) shall have had the opportunity to engage in process and performance improvement actions with members related to the Work.

ESCALATION/DE-ESCALATION

Bid prices shall remain firm for a period of three years from the date of award. Each subsequent year and at the time the option to renew is to be exercised, the bid prices may be changed for the following reasons:

1) Manufacturer's production cost may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
2) Approved (Florida P.S.C.) freight rate changes may change the total bid prices.

3) Florida Department of Transportation monthly index shall be recognized and approved, when applicable.

4) All written requests for price increases must include a back-up documentation as to the nature of the increase and shall be submitted to FMPA at least 30 days prior to renewal of contract. Approval of each request shall be by written confirmation from FMPA. If FMPA should consider said increase unwarranted or unreasonable, FMPA reserves the right to terminate the contract with the vendor and re-advertise or select a second supplier. Any price decreases at the provider and/or manufacturer's level shall be reflected in an immediate reduction of the bid prices and the vendor shall notify FMPA and the Participating Member(s) of said decrease.

27. Responsibilities

Bidder Responsibility

Bidders are instructed to carefully read and comply with all requirements as specified in the Terms and Conditions, Technical Specifications, and Bid Forms.

The Awarded Bidder shall:

- At its expense, obtain all required licenses and permits for operating a business in the state of Florida as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits as described in these specifications. Contract employees requiring licensing by City, County or State Codes, shall not be allowed to work until said licenses are obtained.
- The Awarded Bidder shall obtain, at its expense, permits or agreements from the proper governmental entities or the state of Florida to execute work.
- Provide proof of Insurance
- Adhere to FMPA's Terms and Conditions, Technical Specifications, and Bid Forms
- Ensure that Bidder and any subcontractor(s) adhere to these terms and FEMA requirements (Section 47-57), if Bidder Work falls into FEMA eligible work.

Additional Awarded Bidder Responsibilities:

- Bidder shall be responsible for all loss, damage, vandalism, theft, etc. for all equipment, tools, materials, etc. left on the job site.
- At completion of demobilization, Contractor shall remove all materials, waste, demolition debris, excess materials, temporary installation, etc. that have not been specifically turned over and accepted by participating utility.
- Shall be responsible for any and all costs for cleanup of oil or gasoline spills which result from his equipment or from any work performed as part of this contract.
- Shall bear full responsibility for the transportation, use and disposal of any hazardous or toxic substance under the Bidder's or, if any, subcontractor's control during the performance of the Work. Bidder and Subcontractors shall comply with all federal, state, and local environmental permits, licenses, rules and regulations. Contractor shall provide documentation showing proper disposal of hazardous or toxic substances.
- Permit violations or environmental damage caused by the Bidder or bidder's subcontractor shall be mitigated or repaired by the Bidder, at the Bidder's expense, to the satisfaction of the governing authority citing such damage.

- Bidder shall assume total responsibility of materials, delivery to/from job site, installation, etc.
- Bidder is to provide all required Safety and Traffic Control equipment as required by FDOT, city and county MOT. Personnel are required to be trained in MOT as required. Bidder is to provide copies of certification of MOT training.
- Bidder shall bear sole responsibility for the safety and adequacy of its materials, working force, and equipment used during the performance of the Work.
- It is the responsibility of the Bidder to examine the site to determine the nature and location of the Work and geological and physical conditions. The Bidder shall carefully examine any drawings, specifications, and other documents and data pertaining to the Work and be familiar therewith. The Awarded Bidder shall not, after acceptance and award of bid, make any claims alleging incorrectly assumed conditions, nor claim misunderstanding with regard to the nature, conditions, or character of the Work to be done under this RFP.
- The Awarded Bidder, shall notify Participating Member(s) of any errors, omissions, or discrepancies which the Awarded Bidder may discover in specifications.

Participating Member(s) Responsibility

The Members will be responsible for the following requirements:

- 1. Provide utility service area information.
- 2. Designate utility personnel to serve as key point of contact.
- 3. Coordinate the start time schedule with the Bidder.
- 4. Make work assignments to the Bidder as needed to assure an even flow of work and compliance with the Member's trimming methods selected (Methods may be changed for each work assignment);
- 5. Provide access to the assigned clearing and maintenance sites as needed by the Contractor;
- 6. Monitor the Work and progress by the Contractor;
- 7. Member may negotiate, on an individual basis, the terms of an Emergency Response Plan agreeable to both the Member and the Contractor.

28. Honoring Prices

Bidder warrants, by virtue of bidding, that any orders placed within the specified period shall be honored at the prices, terms, and conditions quoted.

29. Reserved Rights

FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award of multiple suppliers; 4) recommend the award that FMPA deems will best serve its Members interests; and, 5) recommend award of the contract according to one of the following:

a) On a total order basis

b) On a city by city basis

c) On a by zone basis

d) On a service type basis

FMPA also reserves the right to accept all or any part of the bids and to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.

To be responsive, a bidder shall submit a bid, which conforms in all material respects to the requirements set forth in the RFP. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully to contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

FMPA reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

30. Quantities and Usage

The participating utilities listed foresee a projected need of this service and have provided MINIMUM ESTIMATED REQUIREMENTS; therefore, the purchase of the services are not guaranteed. Quantities and/or projected need of this service are made in good faith and are based on projected usage, but it is specifically understood and agreed that supplier shall not have any claim against the participating member(s) for quantities or usage less than the estimated amounts; and, participating member(s) shall purchase their requirements from the contract awardee(s) only unless awardee is unable to meet all the terms and conditions specified (including delivery) or a bona fide condition of emergency exists.

31. Down Time

Delays (down time) caused by the Participating Member shall be paid for on an labor/equipment/material basis, Only the inactive labor and equipment already assigned to perform Units or Work affected by the delay will be paid.

32. Suspension of Work

Participating Member(s) may suspend the Work under the Award or any portion thereof at anytime. Participating Member(s) may at any time reduce Crews, Equipment, and Staffing.

33. Liquidated Damages

If Awarded Bidder fails to complete specified Work on or before the dates specified by a Participating Member, in a particular Participant Contract or Purchase Order, Awarded Bidder shall pay Participant the amounts listed below for each and every calendar day, including Sundays and holidays (as specified by the Participating Member), starting on the day following the date specified by Participating Member, until the date the Work is completed and Accepted by the Participating Member.

	Activity	Amount
a)	Delivery of service	$1,000.00
b)	Other	$100.00

Awarded Bidder understands and agrees that said daily sum is to be paid not as a penalty but as compensation to the Participating Member for fixed and reasonable liquidated damages due to losses that Participating Member will suffer because of such default, whether through increased administrative and engineering cost, interference with Participating Member's normal operation, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages may, at Participating Member's sole discretion, be deducted from any monies held by Participating Member that are otherwise payable to Awarded Bidder.

Awarded Bidder's payment of liquidated damages shall in no way relieve the Awarded Bidder of any other obligations under this agreement, a Participant Contract or Purchase Order.

34. Bid Exceptions/Deviations to Specifications

All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to FMPA specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

For purpose of bid evaluation, bidders must indicate any and all variance to requirements, terms, and conditions as stated in this document no matter how slight. If variations are not stated on the Affidavit of Compliance form attached herein, it shall be construed that the bid fully complies with the requirements, terms, and conditions.

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the Project Participating Members, price, delivery and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

35. Insurance Requirements

Before starting and until Acceptance of Work by Participating Member, and without further limiting Supplier's liability under this Agreement or a Participant contract, the Supplier shall procure and maintain, at is sole expense, insurance of the types and in the amounts stated below:

Schedule	Amount
Workers Compensation Statutory Coverage Employers's liability including appropriate Federal Acts	 Statutory Limits $500,000 each occurrence
Commercial General Liability Premises, Operations Products Completed, Operations Contractual Liability Independent Suppliers	 $2,000,000 each occurrence $4,000,000 aggregate – bodily injury and property damage, combined single limit
Automobile/Vehicle Liability All vehicles – Owned, non-owned, hired	 $1,000,000 each occurrence, combined single limit
Excess/Umbrella Liability	$2,000,000 each occurrence and annual aggregate

Supplier's Commercial General Liability policy shall remain in effect for at least two years after all work is complete.

Supplier shall specify Participating Members as additional insureds for all coverage except Worker's Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Participating Members.

The Supplier shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

All deductibles for insurance specified herein shall be paid by supplier.

All Subcontractors performing Work pursuant to this bid shall procure the insurance required under this bid during the life of the subcontract. The subcontractor insurance may be provided through separate coverage or by endorsement under insurance provided by supplier. Supplier shall submit Subcontractor's certificates of insurance to Participating Member prior to allowing Subcontractor to perform Work at any site or Work Area.

Additional Insured - All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Contractor.

Contractor shall furnish Participating Member with certificates of insurance as evidence that the policies required under the Purchase Order is in full force and effect.

BIDDER'S ENVIRONMENTAL IMPAIRMENT RESPONSIBILITY

A. The Bidder acknowledges that the performance of this contract is, or may be, subject to Federal, State, and Local laws and regulations enacted for the purpose of protecting, preserving, or restoring the environment. The Bidder shall, at his sole cost, will be responsible for full compliance with any such laws or regulations.

B. The Bidder's performance under this contract shall include, but not be limited to:
1. Performance in a manner to minimize disturbance of or damage to the environment.
2. To the extent caused by the performance of this contract by or on behalf of the Bidder, the clean-up, repair or restoration of the environment to the extent required by any Federal, State, or Local laws or regulations.

C. The Bidder shall be responsible for any fines, penalties, damage, or assessments made against the Bidder or Participating Members resulting from the performance of this contract by or on behalf of the Bidder.

D. The Bidder's obligation under paragraph B and C above shall survive the contract and shall not be limited in any manner by acceptances of final payments.

36. Services Warranties

Warranty of Services

Contractor warrants that the Services performed hereunder will reflect competent professional knowledge and judgment. If Participating Members gives Contractor notice within a reasonable period after the Services are completed that any Services are defective Contractor shall re-perform such nonconforming Services.

Remedy

If Contractor breaches the warranty of care, Contractor shall upon Notice from Participating Member and without additional compensation, correct or revise any errors or deficiencies in the Work Products, and other Services.

37. Payment of Invoices

Payment of each Contractor invoice by Participating Member shall be made within thirty (30) Days after the date of receipt of Contractor's invoice and verification of compliance of the Services with the terms of the Specifications of the Bid Package. Participating Member reserves the right to withhold payment for any non-conforming Services provided by Contractor.

38. Termination for Default

Any failure by Contractor to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Contractor. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.

39. Termination for Participating Member's Convenience

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Contractor for any Services performed under the Specifications of the Bid Package prior to the termination date.

40. Licenses/Compliance with Laws

Contractor shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services. Contractor shall pay all costs of such licenses, permits and authorizations and all costs and expenses incurred in obtaining and maintaining them. The Contractor shall comply with the standards of the NESC and OSHA as well as all federal, state and local laws, and rules and regulations that are applicable to the performance of the services requested by Participating Member.

41. Variance with Applicable Law

If the Bidder observes that the specifications are at variance with any applicable law, ordinance, rule or regulation, he shall promptly notify FMPA in writing and any necessary changes shall be made. If the Vendor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the procedure above, he shall bear all cost incident to such violation.

42. Hazardous Materials of Contractor

Any Hazardous Materials used by Contractor in the performance of the Services shall be packaged, shipped, handled, labeled and disposed of by Contractor in a manner that complies with all federal, state and local laws or regulations applicable to Hazardous Materials. No Hazardous Materials shall be stored by Contractor at the Participating Member's Facility before, during or after the performance of Services hereunder. Contractor shall, at its expense, remove, transport and dispose of all Hazardous Materials (i) brought by Contractor to the Facility or (ii) disturbed by Contractor's performance of Services or created by Contractor's use, handling or combination of non-hazardous materials brought by Contractor to the Facility during the performance of Services. For purposes of the Purchase Order, the term "Hazardous Materials" shall mean any substance which by law requires special handling, containment or disposal, including without limitation "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 USC Sections 5101, et seq.), "hazardous wastes" as defined in the Resource Conservation and Recovery Act, as amended (42 USC Sections 9601, et seq.), "toxic substances" as defined in the Toxic Substance Control Act as amended (15 USC Section 2601 et seq.), as amended and in the regulations adopted, published, and promulgated pursuant thereto. Contractor shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services. Contractor shall pay all costs of such licenses, permits and authorizations and all costs and expenses incurred in obtaining and maintaining them. The Contractor shall comply with all federal, state and local laws, and rules and regulations that are applicable to the performance of the services requested by Participating Member.

43. Safety and Protection

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work under this RFP. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

44. Control of Work and Subcontractors

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Contractor shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

45. Manufacturers

FMPA will accept bids for products manufactured by the "Approved Manufacturers" and items that are "Or Equal" to the items listed in the Technical Specification. Items bid must meet or exceed the technical and performance standards of the approved items. Bids submitted for products not approved or equal to approved manufactured item will be rejected.

46. Minority Business Utilization

Bidders are encouraged to utilize certified and qualified minority and women-owned (M/WBE) firms as subcontractors/suppliers where performance of the Work will not be adversely affected and such firms are competitive in price and product/service quality. Bidder shall provide report to the Participating Member(s) in bid submittal and thereafter, which details product/service is provided by qualified M/WBE firms.

47. FEMA Reimbursement

This is an acknowledgement that Federal Emergency Management Agency (“FEMA”) financial assistance may be used to fund this agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. However, the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to FMPA, Contractor, or any other party pertaining to any matter resulting from the contract. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

48. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction located in Leon County, Florida.

49. Equal Employment Opportunity

During the performance of this contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

50. Contract Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

51. Clean Air Act

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

52. Federal Water Pollution Control Act

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in tum, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

53. Access to Records

(a) Contractor agrees to provide FMPA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

54. Suspension and Debarment

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by (_____). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

55. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

56. Procurement of Recovered Materials

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

57. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

58. Experience Requirements

The Bidder shall furnish documentation of the minimum qualifications and training for each classification of working employees. Participating Members generally require the following minimums requirements when considering selecting a qualified bidder:

1. Tree Trimmer – Minimum of three years experience as a qualified tree trimmer in this field, as defined by OSHA, in this field and a minimum of one year in this position.
2. Grounds Person/General Helper – Minimum of one year experience in this field.
3. General Foreperson –(Optional) Minimum three years experience overseeing tree trimming crews and a minimum of three years experience as a qualified tree trimmer in this field, as defined by OSHA, in this field.

A resume needs to be submitted for each employee performing the above positions.

59. Bid Submittal Requirements

In addition to the bid forms and required forms (BF-1, DF-1, and AOC-1 – AOC-7), bidders must also submit:

1) Licenses and certifications (to include herbicide and arborist requirements).
2) Proof of Insurance. See Section 35.
3) Documentation of 3+ yrs. company history of providing service in proximity to energized lines; with emphasis on work for electric utilities in the state of Florida.
4) A list of references (Can be the same as utilities provided for history documentation.)
5) Resumes for positions listed in Section 58.
6) Description of Safety Program

LOCATION OF FMPA MEMBERS
State of Florida



TECHNICAL SPECIFICATION
&
DELIVERABLES

FMPA Technical Specification and Requirements

Utility Tree Trimming and Vegetation Management Services

1. SCOPE

This specification covers the delivery of Utility Tree Trimming and Vegetation Management Services from qualified vendors with a minimum of three-years experience working in proximity of energized 7,200, 12,470, 13,200, 13,800, and 22,860 phase distribution systems and high voltage transmission systems 69kV and 138kV.

Services shall include the performance of all vegetation management services required by Participants including initial clearing, emergency tree cutting, maintenance, chemical treatment, mowing, right of way clearing, dead/disease tree removals, tree removal and replacement, non-electric trimming, and maintenance of transmission and distribution areas. The successful bidder will provide the minimum clearance, as required by the National Electric Safety Code (NESC) and IEEE for tree limbs, vines, or brush, surrounding all communications and electrical cables on the distribution circuit and transmission towers.

The successful bidder will be required to obtain this clearance through industry standards of good workmanship procedures of trimming and/or cutting limbs, and if necessary removing trees. The successful bidder will also be required to work in locations inaccessible by trucks. Therefore, personnel should be capable of climbing trees to perform trimming and/or cutting. The crews will be required to trim trees within services territories from the Florida panhandle to Key West (from Key West to Sunshine Key-Miles Marker 0 through Mile Marker 42).

This service will include blue skies scheduled work as well as storm related services.

Services shall include, but not limited to:

- Distribution systems clearance and vegetation management
- Transmission systems clearance and vegetation management
- Herbicide/Chemical applications
- Billboard vegetation management
- Emergency and storm related services

Participating Members requirements are detailed below:

Beaches Energy Services:
Distribution-26,40
Transmission – 138kV
45 Sq. Miles of Area
- Distribution lines services
- Storm related services

City of Bartow:
Distribution-12,470 KV
115 Distribution Miles
- Distribution lines
- Storm related services

City of Bushnell:
Distribution-12,470/7,200KV
8 Sq. Miles of Area
- Distribution area
- Storm related services

City of Clewiston:
Distribution-13,800KV
4 Sq. Miles of Area
- Distribution area
- Storm related services

City of Green Cove Springs:
Distribution-13,200/7620 KV
15 Sq. Miles of Area
- Distribution area
- Storm related services

City of Leesburg:
Distribution-7,200 KV
68 Sq. Miles of Area
- Distribution area
- Storm related services
- Chemical applications

City of Lake Worth Beach:
Distribution-4kV & 26kV
Transmission – 138kV
12 Sq. Miles of Area
- Distribution area
- Transmission area
- Storm related services

City of Newberry:
Distribution-12,470/7,200 KV
4 Sq. Miles of Area
32 Miles of overhead lines
- Distribution area
- Storm related services

Homestead Energy Services:
Transmission-138 KV
Distribution-13200/7620 KV
- 14.5 Sq. Miles of Area
- Distribution area
- Transmission area
- Storm related services

Keys Energy Services
Transmission – 138kV & 69kV
Distribution-7,970/13,800kV
- 66.5 Miles of transmission
- 235 Miles of distribution
- Distribution area
- Transmission area
- Storm related services

Town of Havana
Transmission-69,000 KV
Distribution-7,200 kV
- 2300 Sq. Miles of distribution in air
- Distribution area
- Transmission area
- Storm related services

City of Wauchula:
Distribution-2,400/7,200 KV
48.95 Distribution Miles
4.7 Sq. Miles of Area
- Distribution area
- Storm related services

2. REFERENCE STANDARDS

Performance shall be as required by all Occupational Safety and Health Act ("OSHA") standards, American National Standards Institute ("ANSI"), National Electric Safety Code (NESC) and IEEE standards governing the Work described within these specifications. These include but are not limited to: National Electric Safety Code ("NESC") Section 21 Part 2 Rule 218, ANSI pruning standards A300 Part 1, Part 7 & Z-133 as well as the special companion publication, Best Management Practices -Utility Pruning of Trees

Reference to standards or specifications herein shall be interpreted to mean the latest revisions unless noted. Permission for deviation from these specifications or standards shall be obtained in writing from the Participating Member in advance.

3. METHODS

The Members have varying requirements for the clearance from the power line and shall be discussed and approved by Participating Member(s) for their specific location prior to starting work.

Vines growing on Facilities shall be cut at ground level and as high up the pole as can practically and safely be reached; after which they shall be chemically treated to prevent re-growth. Vines should not be cut at conductor level.

The Contractor shall remain in compliance with all other Federal, State and Municipal rules, regulations, and ordinances governing the Work described within these specifications.

Every effort shall be made to eliminate all weak, diseased, or dead limbs which may fall onto or be blown into power lines.

Every effort shall be made to remove hazard trees, which is defined as a dead, damaged, or diseased trees which may fall onto or be blown into power lines.

All hangers and severed limbs that interfere with power lines, or are a result of trimming, shall be removed from trees.

Every effort shall be made to regain and/or improve the quality of clearance obtained from the last time the Facilities were trimmed.

Brush and debris shall be handled in such a manner as to avoid obstructing roads, sidewalks, trails, driveways, or waterways.

Branches, brush, and debris resulting from the trimming shall be collected and disposed of in suitable disposal areas. The premises of the property owner shall be left as neat as they were before the Work started.

No wood or chips are to be left within jurisdictional wetland areas, where such action could constitute a dredge and fill violation.

For purposes of this Specification, a tree shall be identified as having a minimum diameter at breast height (“d.b.h.”) (diameter 4.5 feet above ground) of 4 inches. Vegetation smaller than this shall be referred to as “brush” and shall be quantified in increments of one linear foot, twenty feet wide.

All stumps shall be cut within 2 inches of the existing ground line, except where alternative written instructions are given by the property owner or Participating Member(s).

All cut stumps are to be treated with an approved cut stump treatment, to inhibit sprouting.

All mechanically operated electrical devices shall be cleared of vegetation from ground to sky to ensure personnel can safely operate the device from the ground position. Mechanically operated electrical devices include, but are not limited to, transformers, fuses, switches, capacitor banks, oil circuit reclosers (OCRs) and automatic circuit reclosers (ACRs), etc.

CHEMICAL APPLICATION SPECIFICATIONS

Contractor shall furnish, handle, store, and apply all chemicals and shall secure only branded products from reliable manufacturers.

Contractor shall be licensed in the State of Florida and shall be capable of training employees in the safe storage, handling, and use of any and all types of industrial herbicides.

TRIMMING

The Members have varying requirements for the clearance from the power line and shall be discussed and approved by Participating Member(s) for their specific location prior to starting work.

Trimming clearances are generally as follows:

A. Five feet from nearest conductor, ground to sky. Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally five feet from the power line conductor closest to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.

B. Five feet from all conductor, starting with the lowest electric system conductor and continuing upward to include all overhanging limbs. Under this specification, all vegetation will be removed to produce five feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of five feet below the lowest power line conductor.

C. Five feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed. Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground.

D. Ten feet from nearest conductor, ground to sky. Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally ten feet from the power line conductor closest to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.

E. Ten feet from all conductor, starting with the lowest electric system conductor and continuing upward to include all overhanging limbs. Under this specification, all vegetation will be removed to produce ten feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of ten feet below the lowest power line conductor.

F. Ten feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed. Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground, and ten feet measure horizontally from the closest power line conductor.

G. Fifteen feet from the centerline of the power line, ground to sky. Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally fifteen feet from the center line of the power line to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.

H. Fifteen feet from the center line measured above and to each side of the line, starting five feet below with the lowest electric system conductor and continuing upward to include all overhanging limbs. Under this specification, all vegetation will be removed to produce fifteen feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of five feet below the lowest power line conductor.

I. Fifteen feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed. Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground.

EQUIPMENT

1) All equipment shall be properly maintained and ready for operation at the beginning of each work shift.

2) All equipment shall be guarded and properly equipped with safety devices.

3) Equipment shall not be greater than 5 years old and shall be replaced as needed through the duration of the Contract.

4) Contractor shall have spare equipment readily available. Replacement equipment in like kind shall be on-site and ready for use within 48 hours of an equipment malfunction.

5) All down-time incurred due to equipment malfunction shall be the responsibility of the Contractor.

6) The Awarded Contractor shall incorporate a vehicle location and or tracking system to help track and dispatch crews.

WORK ACCEPTANCE

The Participating Members' designated representative shall make final inspection(s) for review and acceptance of the work performed.

Transmission vegetation clearances are generally as follows *(Awarded vendor(s) must obtain specific utility requirements)*:

Transmission Vegetation Clearances Requirement R1.2				
Subject	**69kV**	**115kV**	**138kV**	**230kV**
Minimum Approach Distances IEEE 516-2003 4.2.2.3 Table 5	2.4’	2.4’		5.15’
NESC Minimum Design Clearance	19.2 ft	20.1 ft	22.5 ft	22.5 ft
Minimum Vegetation Clearance 1	Side: 15 ft. Floor: 15 ft.	Side: 15 ft. Floor: 15 ft.	Side: 15 ft. Floor: 15 ft.	Side: 15 ft. Floor: 15 ft.
Minimum Vegetation Clearance 2	Side: 10 ft. Floor: 10 ft.	Side: 10 ft. Floor: 10 ft.	Side: 10 ft. Floor: 10 ft.	Side: 10 ft. Floor: 10 ft.
Rural Transmission Vegetation Management Strategy **Listed as "Outer Loops"**	1. Preserve acceptable vegetation less than 3' in height, utilize herbicide treatment To remove non-compatible (invasive species) on the ROW corridor. 2. Utilize herbicide treatment of tree and shrub vegetation ranging from 3’ to 6’. 3. Utilize cutting and herbicide treatment of tree and shrub vegetation above 6’. 4. Prune or remove trees to distances specified on sides of the right-of-way to provide appropriate side clearance of 21 feet. 5. All vegetation debris which may later create a fire hazard or impede ROW corridor mowing shall be properly disposed of. 6. Anticipated maximum growth rates within a 3 year cycle should not Exceed 12’.			
Range of ROW Width Maintained	Varies from 20' to 60'	Varies from 20' to 100'	Varies from 20' to 100'	180'
Ground Inspection	Annually	Annually	Annually	Annually
Aerial Inspection	Annually	Annually	Annually	Annually
Maintenance Cycle	3 Years	3 Years	3 Years	3 Years
Urban Transmission Vegetation Management Strategy **Listed as "Inner Loops"**	1. Prune or remove trees in close proximity to distances specified under and on sides of the right-of-way to provide appropriate side clearance of 18 feet. 2. In areas where applicable (Natural vegetation not owned nor planted by customers) preserve acceptable vegetation less than 3' in height; utilize herbicide treatment to remove non-compatible (invasive species) on the ROW corridor. 3. Shrub vegetation which exceeds 12’ in height will be trimmed to a maximum height of 12’, species which have been listed with maximum heights less than 15’ are exempt, unless height exceeds 15’, whereas trimming will be brought to a maximum 13’. Herbicide treatment shall not be used. 4. Shrub vegetation meeting the above criteria shall be marked with address, asset # & GPS location.			
Alternative Vegetation Management Strategy	Where restrictions due to easement limitations, legal prohibitions or other impediments do not allow tree removal, prune trees under the wires to a minimum of 15 feet of clearance and inject ground with tree growth retardant.			
Range of ROW Width Maintained	Varies from 20' to 60'	Varies from 20' to 100'	Varies from 20' to 100'	180'
Ground and Aerial Inspection	Annually	Annually	Annually	Annually
Maintenance Cycle	1 Year	1 Year	1 Year	1 Year

4. INSPECTIONS AND TESTS

4.1 GENERAL

4.1.1 Tests, certifications, or inspections may be required for services or products offered as substitutes for those currently being used to ensure they meet or exceed the Members' operational performance requirements and adherence to specification requirements.

4.1.2 Certified test reports on all material shall be available to the Participating Member upon request.

4.1.3 Participating Member(s) and their designated representatives shall have access to the Work at all times and may provide inspection to determine whether the Work conforms to the specifications.

4.1.4 Participating Member(s) inspection of the Work or its failure to inspect the Work will not relieve Contractor of its obligation to fulfill the requirements of the award agreement. Participating Member(s) inspection of the Work or failure to inspect the Work will not be construed as acceptance of the Work by Participating Member(s).

4.2 REJECTION OF MATERIAL/SERVICE

Any material or service delivered under these specifications which, in the opinion of the Participating Member, does not meet the requirements set forth herein with regard to material or performance shall be remedied in a manner satisfactory to the Participating Member and consistent with the specifications.

5. GENERAL GUIDELINES

Contractor shall designate a single point of contact to oversee all Work and daily operations. The General Foreman shall be readily available for safety briefings, crew inspections, progress updates, and problem resolution.

The Contractor shall assure that all subcontractors have English-speaking supervisors or representatives available at all times to communicate with utility personnel.

Contractor understands that transmission and distribution circuits are intended to continue normal operations at all times, and Contractor shall carefully guard against interfering with the normal operation of each circuit.

Contractor shall be available to support crew call-out requests made by Participating Member(s) for support of power restoration or related activities. This will require periodic mandatory overtime conditions during periods of inclement weather.

Contractor shall be responsible for assuring that all line clearance activities are performed on the correct circuits.

Contractor shall be required to provide twenty-four (24) hour written advance notice to Participating Member(s) prior to conducting activities unrelated to the Work when conducted during billable business hours. Activities include, but are not limited to, equipment assessments, management and safety inspections.

5.1 GENERAL NOTIFICATION GUIDELINES

5.1.1 Prior to beginning Work on any property, Contractor shall attempt to make contact with the property owner to provide notification that the crew is there to complete the required line clearance maintenance activity. Should the property owner not be home the crew shall nevertheless complete the Work as noted on the notification log.

5.1.2 Notification shall be by direct customer contact or by leaving a notification card/door hanger. Door hangers may or may not be provided by Participating Member(s).

5.1.3 Notification is the responsibility of the General Foreman.

5.1.4 In conjunction with placement of the door hanger, the following information is to be recorded on the notification log.

A. The address where the door hanger was placed.
B. The date the door hanger was placed.
C. The Work required to be completed at that address, including the number and species of trees to be trimmed or removed

5.1.5 Upon completion of the circuit the completed notification log shall be submitted to Participating Member(s) along with all other documentation associated with the line clearance maintenance activities performed on that circuit

6. LICENSES

All Crew Leaders and Supervisor, providing herbicide scope of work, must have State of Florida restricted use herbicide license.

Arborist Requirement - Qualified bidders shall have a minimum of one certified arborist on staff available to oversee their crew's work as required at the request of the cities.

7. CLEAN UP

The Awarded Bidder shall leave Job Site in a clean and neat condition. The Bidder shall take all steps necessary to protect shrubs, grass, et cetera, adjacent to the Job Site. The Bidder is responsible for disposing of all chips, wood, etc. Participating Member will try to negotiate a location for disposal of said debris other than on Participant's property. The Bidder shall not sell or offer for sale any material generated by any work performed on or around Participant's property.

All brush, limbs, logs, etc. shall be chipped and or removed daily**. Under no circumstances** shall brush be left over the weekend or overnight. Participating Member **will** impose Liquidated Damages when brush is left without customer's permission.

8. VEGETATION MANAGEMENT SCHEDULE

Some Participating Member do not have existing distribution and/or transmission maintenance schedules. The Successful Bidder shall work with those Participating Member(s) to create maintenance plans and schedules.

9. PROJECT SCHEDULING AND STATUS

The Bidder shall maintain a current Project status reporting system to aid the Participating Member(s) in scheduling other activities. Bidder shall coordinate work schedules and locations with the Participating Member(s) designated representative.

10. WORK WEEK, HOURS OF OPERATION AND SCHEDULING

Routine Service (normal hours): Work to be accomplished during normal hours; excluding holidays. Typically hours for Participating Members range from 7:00 a.m. to 5:30 p.m., Monday through Friday. Work will be paid at rate(s) provided on bid response page.

The straight time hourly rates for labor shall apply for all standard hours worked. Any hours worked in excess of forty (40) standard hours per week will be billed at the overtime rate.

Routine Service (overtime): Work in excess of forty (40) hours, to be accomplished Monday through Sunday.

Emergency Service (on-call): Work to be accomplished twenty-four (24) hours a day, seven (7) days a week. Response time within two (2) hours of emergency call-out.

The Participating Member(s) reserves the right to adjust and or modify the hours of operation, work week, crew schedule and crew size as needed to meet the work requirements.

Some Participating Members have noise ordinances in place typically 8am to 6pm.

11. STORM RESTORATION WORK

Contractor shall be willing to work 16 or more hours per day until the storm restoration is complete if requested by the Participating Member(s).

Weekly time sheets are required by Participating Member(s).

Overtime will only be paid for those hours worked in excess of 40 hours per employee.

Keep accurate records and provide copies to Participating Member(s) if requested.

The Contractor shall supply the Participating Member(s) with any and all documentation required for the Participating Member(s) to receive reimbursement from FEMA including but not limited to, truck and trailer registrations, disposal tickets, work logs, time sheets, and any other data required for FEMA and State reimbursement applications.

11.1 Acceptance and Payment for Work Completed

Weekly time and charge sheets must be submitted to the Participating Member once per week during the Work period. The weekly charge sheets must be for a complete work week, and shall be submitted no later than two working days after the end of the work week. These weekly time and charge sheets will be used for comparison of all invoices. Invoices for completed Work will be accepted by the Participating Member once per month.

11.2 Emergencies

It is possible that some time during the term of this Award agreement, an emergency could arise in which one or more FMPA Members, whether participating directly in this RFP or not will need as much available help as possible (hurricane, et cetera). If such an event occurs, FMPA expects the Awarded Bidder to supply as many crews as it has available and/or to import additional crews and equipment as requested.

11.3 Work Stoppage

Work stoppage/slowdown will not be tolerated. Should this occur, the Contractor will be notified by registered mail to return to work within five calendar days from receipt of notice. If the Contractor does not return as notified, the Contract may be terminated. Participating Member(s) at its sole option may award to another Offerer or apply Liquidated Damages. Contractor shall be responsible for the cost difference between their bid and whichever contractor obtains the work performed under these specifications for the duration of the subject contract if awarded to another bidder.

At no time will contractor relocate any equipment and/or personnel off of a Participating Member's System without approval of the Participating Member or their designee. If so, then Participating Member will consider this as a Work stoppage/slowdown. See Liquidated Damages

RIGHT OF WAY CLEARING SPECIFICATIONS:

1. Existing right-of-way shall be cleared to the same width as the previous clearing unless otherwise specified by the Participating Member.

2. Unless otherwise specified by the Participating Member, all cutting for existing and new right-of-way clearing shall be as close to the ground line as the topography and type of soil will allow, with a maximum remaining height of four inches for brush stubs and six inches for tree stumps.
3. Trees adjacent to cleared right-of-way which constitutes a hazard to the wires shall be removed as directed by the Participating Member.

4. Brush, logs, and debris shall be handled in such a manner as to avoid obstructing roads, paths, or waterways.

5. Contractor shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking, contacting, or wrapping the wires together or otherwise interrupting service. If any such trouble should occur, the Participating Member shall be notified of the location and circumstances of such trouble as quickly as possible.

6. Individual requests by property owners for special handling of brush shall be granted where reasonable. If any doubt exists as to the action to be taken, the requests shall be referred to the Participating Member.

7. Where clearing includes the removal of trees, the logs and limbs shall be disposed of as designated by Participating Member; or if not designated, such logs and limbs shall be piled at the edge of the right-of-way in such a manner that they will not interfere with foot or vehicular traffic.

8. No charge for equipment or labor shall be made for work stoppages in excess of thirty minutes, which are due to mechanical failures or weather conditions.

9. The Contractor is responsible for determining if any substances furnished, used, applied, or stored under this contract are within the provisions of the referenced statute. Copies of the statute and the Florida Substance List are available from the Secretary of the Florida Department of Labor and Employment Security.

10. The Contractor upon request by Participating Member shall remove vegetation debris from areas blocking roadways.

BID FORMS

PROPOSAL TO FURNISH
UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT

I have carefully examined the Request for Proposal, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all terms and conditions of this bid; exceptions have been noted on Proposer Form.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheets BF-2 and BF-8.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount ____% for payment made within ____ days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-8.

Prices quoted shall remain firm and irrevocable for a period of 3-year term.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number _____ Dated _____

Number _____ Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

_____

(Type or Print Name of Signer)

Address: _____

_____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

FMPA RFP 2020-036
Distribution System Pricing

Contractor Company Name: _____

Authorized Signature: _____ **Date:**_____

PRICING:
Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the bid submittals.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded Bidder(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

DISTRIBUTION

Distribution System Work To Include Labor, Equipment, Materials and Disposal.	
Description (Higher Vegetation Foliage)	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1], including aerial lift	$
Non-truck Accessible – Climbing Crew Trimming	$
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	$
Limited Access (Not Maintained Roadway) w/ Crew	$
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
Description (Lower Vegetation Foliage)	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1]	$
Mileage Rate for 3-person crew[1], including aerial lift	$
Non-truck Accessible – Climbing Crew Trimming	$
Truck Accessible Street Access 3-person crew[1]– w/ aerial lift	$
Limited Access (Not Maintained Roadway) w/ Crew	$
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

If there is an adder price for areas of *extremely* dense foliage, please list cost here (per mile).	$
If there is an adder price for water ways or other terrain, please list cost here (per mile).	$

Distribution System Work **TREE REMOVAL** To Include Labor, Equipment, Materials and Disposal.	
Diameter Breast Height	**Unit Price** Per Tree
0” to 6”	$
6” to 8”	$
9” to 18”	$
19” to 24”	$
24+”	$
Tree Stump Grinding	$

CHEMICAL APPLICATION PRICING	
	Unit Price
Low Vol Backpack Foliar *(Per acre)*	$
Basal Treatment *(Per acre)*	$
Soil Injection *(per tree)*	$

EQUIPMENT			
Item	**Unit Price**	**Item**	**Unit Price**
Aerial Lift	$	All Terrain Tree Trimmer	$
Chipper	$	Lift Truck-mileage	$
Power Saw	$	Pickup Truck-mileage	$
Back Yard Lift	$	Truck Left Behind	$
Trailer	$	Chipper Left Behind	$
Split Dump	$	Weed Eater	$
Pole Power Saw	$	Prentice Loader	$
Full-size Pick-up	$	Heavy Brush Cutter	$
4WD Pick-up	$	Stump Grinder	$
Tractor	$	Off-Road Aerial Lift	$
Bush Hog	$		

Hourly Labor Rates ($/Hr)				
	Standard Rate	**Overtime Rate**	**Other Rate** if applicable _____	**Other Rate** if applicable _____
Tree Trimmer				
Groundsman				
Supervisor				
General Foreman				
Climber				
Mowing Grounds Person				
Spray Technician				
Other _____				
Other _____				
Certified Arborist				

In reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here.

_____

Mobilization

Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see zone map).

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Mobilization and Other Charges	
	Unit Price
Charge if work is cancelled prior to mobilization	$
Charge if work is cancelled after to mobilization	$
Per diem rate if overnight stay is required	$
Charge if there is adder for Call-Out work	$

☐ Check here if you decline to bid on **Distribution** System Work

TRANSMISSION

Transmission System Work To Include Labor, Equipment, Materials and Disposal.	
Description	**Unit Price** (per acre)
Mowing of ROW (Transmission Corridor, Rural, Floor Clearance)	$
Mowing w/ Limited Access	$

If there is an adder price for areas of *extremely* dense foliage, please list cost here (per mile).	$
If there is an adder price for other terrains, please list cost here (per mile).	$

CHEMICAL APPLICATION PRICING	
Description	**Unit Price** (per acre)
Mowing & Herbicide (Transmission Corridor, Rural, Floor Clearance)	~~$~~
Mowing & Herbicide w/ limited access	~~$~~

EQUIPMENT			
Item	**Unit Price**	**Item**	**Unit Price**
Aerial Lift 75’	$	Lift Truck-mileage	$
Aerial Lift 75’ 4WD	$	Pickup Truck-mileage	$
Aerial Lift 50’	$	4WD Pick-up	$
Aerial Lift 50’ 4WD	$	Tractor	$
Aerial Lift 37’	$	Bush Hog	$
Brush Chipper	$	Heavy Brush Cutter	
Disc Chipper	$	Weed Eater	
Power Saw	$	Prentice Loader	
Mower Bat Wing – minimum width 15’	$	Spray Truck	$
Dump truck	$	Stump Grinder	$
Foreman Vehicle	$	Off-Road Aerial Lift	$

Hourly Labor Rates ($/Hr)				
	Standard Rate	**Overtime Rate**	**Other Rate** if applicable _____	**Other Rate** if applicable _____
Groundsman				
Supervisor				
General Foreman				
Mowing Grounds Person				
Spray Technician				
Trimmer				
Other _____				
Other _____				

In reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here.

_____

Mobilization

Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see zone map).

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Mobilization and Other Charges	
	Unit Price
Charge if work is cancelled prior to mobilization	$
Charge if work is cancelled after to mobilization	$
Per diem rate if overnight stay is required	$
Charge if there is adder for Call-Out work	$

☐ Check here if you decline to bid on **Transmission** System Work

EMERGENCY RESPONSE AND STORM RELATED SERVICES

Distribution System Work To Include Labor, Equipment, Materials.	
Description	**Unit Price** (per mile)
Mileage Rate for 3-person crew[1], including aerial lift	$
Non-truck Accessible – Climbing Crew Trimming	$
Truck Accessible Street Access 3-person crew[1]	$
Limited Access w/ 3-person crew[1]	$
[1] For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

TREE REMOVAL To Include Labor, Equipment, Materials.	
Diameter Breast Height	**Unit Price** Per Tree
0” to 6”	$
6” to 8”	$
9” to 18”	$
19” to 24”	$
24+”	$
Tree Stump Grinding	$

Hourly Labor Rates ($/Hr)				
	Standard Rate	**Overtime Rate**	**Other Rate** if applicable _____	**Other Rate** if applicable _____
Tree Trimmer				
Groundsman				
On-Site Storm Coordinator				
General Foreman				
Safety Personnel				
Climber				
Other _____				

In reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide **Emergency** Service in a particular zone by listing the zone number(s) here.

_____

Mobilization

Below, please indicate the total travel cost, including mileage, and manhours, from your facility to each zone (please see zone map).

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Mobilization and Other Charges	
	Unit Price
Travel Rate per Mile	$
Charge if work is cancelled prior to mobilization	$
Charge if work is cancelled after to mobilization	$
Per diem rate if overnight stay is required	$
Other:	$

☐ Check here if you decline to bid on **Emergency Response Services**

REFERENCES:

Below or on an attached sheet, list your references specifically pertaining to this type of work within the last 3 years.

1. Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Contact: _____

2. Name: _____

Address: _____

_____

Phone: _____

Fax: ` _____

Contact: _____

3. Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Contact: _____

COMPLIANCE FORMS

PROPOSER INFORMATION FORM
Exceptions & Clarifications
FMPA RFP 2020-236

✓	
	We DO NOT take exception to any items included in the RFP or Master Services Agreement.

	We TAKE exception as follows:

Company Name:	
Authorized Signature:	
Print/Type Name of Signer:	
Company Address:	
Telephone Number:	
Contact Email Address:	
Date:	

Minority Business Status: Yes ☐ No ☐ If yes, please indicate type and certificate # below

Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor/Bidder,_____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor’s Authorized Official

_____ _____
Name and Title of Contractor’s Authorized Official Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

Regarding Sections 47 through 57 of this Request for Proposal, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

_____
Signature of Contractor's Authorized Official

_____ _____
Name and Title of Contractor's Authorized Official Date

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at _____ this _____ day of _____, 20___.

Proposer _____

By _____ _____
Signature Printed or Typed Name

Title _____

Complete Business Address of Proposer: _____

_____

State of Incorporation _____

Complete Address of Principal Office _____

_____

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

_____

_____

_____

Telephone (____) _____ Fax (____) _____

E-Mail _____

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
[name of bidder or contractor]
is _____.

2. My relationship to _____
[name of bidder or contractor]
is _____ _____
[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.
[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

_____

Sworn to and subscribed before me in the state and county first mentioned

above on the _____ day of _____, 20___.

_____
Notary Public

(Affix Seal)

_____
My Commission Expires

_____
Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☐

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☐

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA RFP# 2020-236

_____ _____

Firm **Date**

_____ _____

Authorized Signature **Officer Title**

_____

Printed or Typed Name

DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned proposer in conformity with Florida Statute 287.087 hereby certifies that _____ does:
(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection 1.

4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that the undersigned complies fully with the above requirements.

_____
Signature

_____
Name of Proposer

_____
Date

DRAFT
MASTER SERVICES AGREEMENT

Master Services Agreement

This Master Services Agreement is entered into on this ___ day of _____, 2020, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and _____ , with its principle place of business located at _____, ("Contractor").

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

FMPA's members are 31 municipal electric systems within the state of Florida.

Contractor is a company offering Utility Tree Trimming and Vegetation Management Services.

The parties desire for Contractor to perform the services more fully described in this agreement and Schedule A.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Scope of Services

FMPA is entering into this Master Services Agreement on behalf of its members for Contractor to provide its services as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference (the "Services"). For FMPA's members that desire for Contractor to furnish Services under this agreement ("Participating Members"), FMPA is acting as a "Solicitation Agent" only. Each Participating Member will issue a Purchase Order with project- specific technical specifications. In addition, the Participating Member's Purchase Order may carry additional terms and conditions as required by the Participating Member. All project-specific direction, guidance and invoicing will be conducted between the Participating Member and Contractor.

In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, or with the terms and conditions of a Participating Member's Purchase Order, the hierarchy will be as follows: 1) the terms of the Participating Member's Purchase Order, 2) the terms of this agreement, 3) the terms provided in Schedule A.

Section 2. Term & Termination

This agreement shall become effective upon the date stated in the introductory clause of this agreement, and shall remain in effect for a period of five years from the effective date. Thereafter, this agreement may be renewed on an annual basis upon mutual consent of the parties, for up to two additional one-year terms. Either party wishing to extend this agreement must notify the other party in writing no later than 60 days prior to the end of the then-current contract term of its desire to renew. If the other party does not respond to the renewal notification within 30 days of receipt, it will be deemed that the party consents to the renewal of the agreement.

At any time, FMPA may terminate this contract, in whole or in part, for failure of Contractor to perform in accordance with the terms of this contract, or for any reason, at FMPA's sole discretion, upon 30 days prior written notice. Contractor may terminate this contract for cause upon 30 days prior written notice.

Any failure by Contractor to perform or comply with the terms and conditions of a Purchase Order issued under this agreement which continues for 10 calendar days after written notice from Participating Member to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Contractor. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity. Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Contractor for any Services performed under the Purchase Order prior to the termination date.

Section 3. Compensation and Payment

Participating Members will through their own initiative issue project-specific Purchase Orders to Contractor. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs or damages incurred pursuant to any Purchase Order entered into by them with Contractor.

Prices as stated in Schedule A will be firm for the first three years of this agreement, with pricing updates considered for years thereafter. Any price changes must be agreed to in writing at least 60 days prior to becoming effective.

Section 4. Independent Contractor Status

It is understood and agreed that Contractor is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Contractor agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Contractor will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Contractor for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA. Contractor agrees that it shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract. For purposes of this Section 4, the term FMPA includes FMPA's Participating Members.

Section 5. Standard of Care

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Contractor represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices. Contractor will re-performing at Contractor's expense any Services performed by Contractor which have failed to meet the above warranty, if such failure is promptly reported to Contractor not later than one (1) year following completion of the applicable

Services. With respect to any equipment and/or materials provided pursuant to the Services, such shall be provided on an “as-is, where-is, with all-faults” basis, provided that Contractor shall pass through any manufacturer warranties available for assignment to FMPA and/or the applicable FMPA Participating Member with respect to any such equipment and/or materials. The foregoing remedy shall be client’s sole remedy for any failure of company to comply with its warranty obligations.

Section 6. Insurance

The Contractor shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Insurance Carrier Rating Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the Participating Member. Insurance coverage shall be provided by companies rated A- or better by Best's Insurance Rating. The Participating Member reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. Contractor shall furnish Participating Members a copy of the insurance certificate prior to starting any work on site:

(a) **Workers Compensation and Employers Liability**. This insurance shall protect the Contractor against all claims under applicable state workers’ compensation laws. Contractor shall also be protected against claims for injury, disease, or death to employees which, for any reason, may not fall within the provisions of a state workers compensation law. The policy shall include an “all states” or “other states” endorsement. The liability limits shall be, at a minimum, as follows: Workers’ Compensation- Statutory; Employer’s Liability- $500,000 each.

(b) **Commercial General Liability**. This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member (to the extent of Contractor’s indemnity obligations in this agreement) against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under this agreement and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than $2 million combined single limit per occurrence / $4 million general annual aggregate for bodily injury and property damage.

(c) **Automobile Liability Policy**. This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member (to the extent of Contractor’s indemnity obligations in this agreement) against all claims for injuries arising out of use of any auto including own, hired, or non-owned autos. Limits of liability will not be less than $1 million in combined single limits for bodily injury and property damage.

(d) **Additional Insured**. All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Contractor. Any party named an additional insured pursuant to this Agreement shall be an additional insured where permissible by law but only to the extent the loss in question is caused by the negligent act or omission of the Contractor, and only to the extent necessary to provide coverage for the indemnity obligations expressly assumed by Contractor under this Agreement, and not in respect to any act or omission or operation of the Participating Member. It is the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.

(e) **Waiver of Subrogation**. The Contractor shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

Contractor shall furnish Participating Member with certificates of insurance as evidence that the policies required under any applicable Purchase Order is in full force and effect.

Section 7. Indemnification

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Contractor during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA to the extent arising from the negligence, gross negligence, and/or intentional or willful misconduct of Contractor while performing work under this Agreement. The liability of the Contractor is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability. The indemnity and hold harmless obligations, however, shall not apply to the extent of FMPA's or a Participating Member's negligence, gross negligence, and/or intentional or willful misconduct. Neither party shall be liable to the other party for any incidental, indirect, special, punitive or consequential damages (including without limitation any damages relating to lost profits, revenue or loss of use) arising in connection with this agreement or any Purchase Order. The Contractor and its affiliates' maximum liability shall not exceed the greater of (i) the price set forth in the applicable Purchase Order, or (ii) the sum of the insurance policy limits required herein.

Section 8. General Terms and Conditions

(a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.

(b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.

(c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

(d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.

(e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover

from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY	CONTRACTOR
By: _____	By: _____

This page left intentionally blank

as a place holder for RFP and awarded contractor's pricing information.

STATEMENT OF NO PROPOSAL

Sharon Samuels
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819

We, the undersigned, have declined to submit a proposal on your Request for Proposals Number 2020-236, August 2020, Florida Municipal Power Agency Utility Tree Trimming and Vegetation Management Services - for the following reasons:

_____We do not offer this service/product.
_____Our schedule would not permit us to perform.
_____Unable to meet specifications.
_____Unable to meet bond requirements.
_____Other

We understand that if the Statement of No Proposal letter is not executed and returned, our name may be deleted from the list of qualified proposers of the Florida Municipal Power Agency.

Company Name: _____

By: _____
Authorized Person's Signature)

_____
(Print or type name and title of signer)

Company Address: _____

_____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____



Thanks for your interest in serving our Members.

January 14, 2026

Dear City of Mount Dora Electric and Procurement Teams,

Thank you for the opportunity to provide pricing for Tree Trimming for The City of Mount Dora Electric and its 6,000+ customers. After successful completion of the work in 2025 we look forward to continuing and growing the partnership with you and your teams. We appreciate Mount Dora Electric's 100+ year history of delivering exceptional value to its customers and community.

Lewis has also been privileged to provide line clearance and storm response services for the City of Leesburg, Duke Energy, and Florida Power & Light—all with whom we've forged strong partnerships built on responsiveness and quality care. With our presence in Florida, we are able to support Mount Dora and respond swiftly to emergency needs, upcoming storm work, or special requests that may arise.

As part of our proposal, we'd like to confirm conditions that were previously verbally agreed to:

1) Mount Dora will provide parking for Lewis' crews throughout our engagement, accommodating up to 3 bucket trucks, 3 chippers and a pickup.
2) Mount Dora will provide Lewis cards for notification of residents of our trimming schedule.
3) Mount Dora will provide Lewis with a location to dump wood debris at no charge.
4) The spans on North Donnelly Street, between Limit Avenue and Fiddler Drive will not be trimmed per direction of your team.
5) Work will begin the first week of February 2026.

As part of Lewis' proposal, we are providing time and material (T&M) pricing, using the existing 2026 FMPA rates. Due to a shift in Lewis' Florida work, we would invoice for up to a 12-hour work day at straight time labor rates, given up to 5 hours travel time. The anticipated workday at Mount Dora will run from 8:30 a.m. to 4:00 p.m. The reporting site will be the City Public Works Center located at 401 Limit Avenue, with the designated dump site at 1649 Lincoln Avenue. With the travel for the T&M work, we would assign a team leader with a pickup accompanying the crews to provide oversight and provide safety guidance. The team leader and pickup would be invoiced with the crews providing support.

Lewis has a reputation for serving its customers with industry-leading support focused on **safety**, **customer service**, and **arboriculture excellence**. Our 4000+ craftworkers provide this support every day—in blue sky weather and storm response. We're confident about helping you achieve your company's goals and look forward to the opportunity to build a long-lasting relationship with your team.

We would like the opportunity to present our proposal to you and we welcome the chance to discuss any modifications that you might request. Please feel free to contact me directly at (904) 813-4020 or William.Carter@lewisservices.com

Best regards,

Danny Carter
Supervisor
Lewis Services

December 8, 2025

Dear City of Mount Dora Electric and Procurement Team,

Thank you for the opportunity to provide pricing for **Tree Trimming for the City of Mount Dora Electric** and its 6,100+ customers. After successful completion of our work in 2025, we look forward to continuing and growing the partnership with you and your teams.

We respect Mount Dora Electric's 100+ year history of delivering exceptional value to its customers and have appreciated the opportunity to serve the community for the past two years.

Lewis has also been privileged to provide line clearance and storm response services for the City of Leesburg, Duke Energy, and Florida Power & Light—all with whom we've forged strong partnerships built on responsiveness and quality care. With our long-term presence in Florida, we are able to support Mount Dora and respond swiftly to emergency needs, upcoming storm work, or special requests that may arise.

As part of our proposal, we'd like to confirm conditions that were previously verbally agreed to:

1) Mount Dora will provide parking for Lewis' crews throughout our engagement, accommodating up to three (3) bucket trucks, three (3) chippers and a pick-up.
2) Mount Dora will provide Lewis cards for notification of residents of our trimming schedule.
3) Mount Dora will provide Lewis with a location to dump wood debris at no charge.
4) The spans on North Donnelly Street, between Limit Avenue and Fiddler Drive, will not be trimmed per direction of your team.
5) Work will begin the first week of February 2026.

As part of Lewis' proposal, we are providing time and material (T&M) pricing, and using the existing 2026 FMPA rates. Due to a shift in Lewis' Florida work, we would invoice for travel time as well as working hours. With the travel for the T&M work, we would assign a team leader with a pick-up to accompany the crews to provide oversight and provide safety guidance. The team leader and vehicle would be invoiced with the crews providing support.

We know that delivering first-rate service to your customers is your top priority. Lewis has a reputation for serving its customers with industry-leading support focused on **safety**, **customer service**, and **arboriculture excellence**. Our 4000+ craftworkers provide this support every day—in blue sky weather and storm response. We're confident about helping you achieve your goals and look forward to the opportunity to build a long-lasting relationship with your team.

We would like to schedule a follow-up meeting with you and your team to review our proposal, discuss our resource and implementation plan, address any modifications that you might request, and answer questions regarding this submission. Please feel free to contact me directly at (904) 813-4020 or William.Carter@lewisservices.com .

Best regards,

Danny Carter
Supervisor

Distribution System Work To Include Labor, Equipment, Materials and Disposal	
Description (Higher Vegetation Foliage)	Unit Price (per mile)
Mileage Rate for 3-person crew, including aerial lift	See cover letter
Non-truck Accessible – Climbing Crew Trimming	See cover letter
Truck Accessible Street Access 3-person crew – w/ aerial lift	See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	See cover letter
For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	
Description (Lower Vegetation Foliage)	Unit Price (per mile)
Mileage Rate for 3-person crew	See cover letter
Mileage Rate for 3-person crew, including aerial lift	See cover letter
Non-truck Accessible – Climbing Crew Trimming	See cover letter
Truck Accessible Street Access 3-person crew – w/ aerial lift	See cover letter
Limited Access (Not Maintained Roadway) w/ Crew	See cover letter
For estimation purposes, a 3-person crew must include a minimum: 1 Tree Trimmer, 1 Groundsman, 1 General Foreperson.	

If there is an adder price for areas of *extremely* dense foilage, please list cost here (per mile)	N/A
If there is an adder price for water ways or other terrain, please list cost here (per mile)	N/A

Distribution System Work To Include Labor, Equipment, Materials and Disposal	
Diameter Breast Height	Unit Price (per tree)
0” to 6”	$ 237.35
6” to 8”	$ 250.46
9” to 18”	$ 1,153.26
19” to 24”	$ 2,178.37
24+”	Hourly
Tree Stump Grinding	$ 190.08

Chemical Application Pricing	
	Unit Price
Low Vol Backpack Foliar (Per acre)	$ 222.60
Basal Treatment (Per acre)	$ 264.00
Soil Injection	$ 241.20

Equipment			
Item	Unit Price	Item	Unit Price
Aerial Lift	$ 25.89	All Terrain Tree Trimmer	$ 82.90
Chipper	$ 7.54	Lift Truck-mileage	$ 1.91
Power Saw	$ 1.65	Pickup Truck-mileage	$ 1.43
Back Yard Lift	$ 28.60	Truck Left Behind	$ 13.44
Trailer	$ 4.53	Chipper Left Behind	$ 4.73
Split Dump	$ 14.53	Weed Eater	$ 1.65
Pole Power Saw	$ 1.65	Prentice Loader	$ 66.17
Full-size Pick-up	$ 13.44	Heavy Brush Cutter	$ 108.35
4WD Pick-up	$16.32	Stump Grinder	$ 29.35
Tractor	$ 30.67	Off-Road Aerial Lift	$ 27.01
Bush Hog	$ 66.17		

Hourly Labor Rates				
	Standard Rate	Overtime Rate	Other Rate If applicable _____	Other Rate If applicable _____
Tree Trimmer	$ 43.25	$58.39		
Groundsman	$ 37.73	$50.94		
Supervisor	$ 93.25	$125.88		
General Foreman	$ 67.65	$ 91.33		
Climber	$ 51.55	$ 69.60		
Mowing Grounds Person	$ 51.55	$ 69.60		
Spray Technician	$ 51.55	$ 69.60		
Other: Crew Foreman	$ 51.55	$ 69.60		
Other				
Certified Arborist	$ 67.65	$ 91.33		
In Reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here. Unable in Zones 2, 3, 4, 5				
Mobilization Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see map).				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Hourly Crew Price				

Mobilization and Other Charges	
	Unit Price
Charge if work is cancelled prior to mobilization	Hourly Rate x 4 Hours
Charge if work is cancelled after mobilization	Hourly Rate x 8 Hours
Per diem rate if overnight stay is required	$ 112.50
Charge if there is adder for Call-Out work	N/A

Mount Dora Firm Pricing 2026

CIRCUIT	MILES	Firm Price Per Mile	
M593	9.2	$12,371.45	
M597	8.2	$12,371.45	
M598	7.4	$12,371.45	
Total Miles	24.8	$306,811.96	**Total Circuit Cost**

City Of Mount Dora 2026 Hourly Crew Pricing

2 - Person Bucket with chipper

Crew Foreman	$51.55	
Ground Person	$37.73	
Aerial Lift	$25.89	
Chipper	$7.54	
Power Saw	$3.30	$1.65 x 2
Total Per Hour	$126.01	

4 - Person Manual Climb Crew with chipper

Crew Foreman	$51.55	
Trimmer	$43.25	
Ground Person	$37.73	
Ground Person	$37.73	
Aerial Lift	$25.89	
Chipper	$7.54	
Power Saw	$3.30	$1.65 x 2
Total Per Hour	$206.99	

3 - Person Bucket with chipper

Crew Foreman	$51.55	
Trimmer	$43.25	
Gound Person	$37.73	
Aerial Lift	$25.89	
Chipper	$7.54	
Power Saw	$3.30	$1.65 x 2
Total Per Hour	$169.26	

4 - Person Manual Climb Crew with BYB & chipper

Crew Foreman	$51.55	
Trimmer	$43.25	
Ground Person	$37.73	
Ground Person	$37.73	
Split Dump	$14.53	
Back Yard Lift	$29.60	
Chipper	$7.54	
Power Saw	$3.30	$1.65 x 2
Total Per Hour	$225.23	

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **February 3, 2026**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Amendment 1 to Agreement with Core and Main LP providing for an Advanced Metering Infrastructure.

Introduction:
This is a request for the Council's approval of Amendment 1 to the Agreement for Advanced Metering Infrastructure, with Core and Main LP.

Discussion:
On July 15, 2025, Council approved an agreement with Core & Main (C&M) to upgrade the existing drive-by system to an Advanced Metering Infrastructure (AMI). The AMI deployment will exchange approximately 6700 electric meters, along with a water meter pilot to provide an AMI systems "proof of concept." The exchange of water meters will be conducted as budget allows.

As part of this project, Core & Main, through Sprypoint, will provide a customer portal. Through the web, customers will be able to access this portal, which will provide detailed usage analysis, billing estimations, ease of bill pay, and use of active alerts and notifications.

During the original contracting process, the customer portal selection had some open items that did not materialize in line with the signing of the contract. It was mutually determined by Core & Main, the City, and their consultant that delaying the overall contract signature for this relatively small point was not recommended.

As such, the City, their consultant, Core & Main, and SpryPoint (the customer portal supplier) worked on a contract amendment to incorporate the needed functionality into the base contract. This package includes:

1. Contract Amendment to codify items b and c below.
2. Appendix I - SpryPoint Statement of Work – defines how the customer portal will be implemented for Mount Dora during the project.

3. Appendix J - SpryPoint Client Service Agreement – defines the annual ongoing support process provided by SpryPoint through C&M to Mount Dora.

Budget Impact:
There is no additional cost with this amendment. Spypoint customer portal is part of the original project cost.

Strategic Impact:
Strategic Initiative 3 – Strengthen and expand Mount Dora's Infrastructure
Goal 10 — Ensure safe and reliable electric and water supply and effectively manage wastewater and stormwater
Objective 10.1 Install an Advanced Metering Infrastructure system

Recommendation:
City Council approve the proposed Amendment 1 to the agreement with Core and Main LP providing for an Advanced Metering Infrastructure.

Attachment(s):
1. Attachment #1 EXECUTED CONTRACT WITH CORE & MAIN LP.7.15.25.SIGNED
2. City of Mount Dora- Amendment 1-AMI Contract
3. APPENDIX I - Mount Dora Client Subscription Agreement with Sprypoint
4. APPENDIX J - City of Mount Dora Sprypoint Statement of Work

Prepared by: Steve Langley, Assistant City Manager-Electric Utility Director
Reviewed by:

Whitney Donovan, Purchasing Coordinator	Approved - 1/22/2026
Matthew Dodson, Budget Officer	Approved - 1/22/2026
Jennifer Gates, Finance Director	Approved - 1/22/2026
City Attorney, City Attorney	Approved - 1/28/2026
Jeanann Hand, City Clerk	Approved - 1/28/2026
Vince Sandersfeld, City Manager	Final Approval - 1/28/2026





AMI Contract Between Core & Main LP and City of Mount Dora, Florida

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AMI Contract

This AMI Contract ("Contract") dated as of June 20, 2025 (the "Effective Date") between the City of Mount Dora, Florida ("City"), 510 Baker Street, Mount Dora. FL 32757 and Core & Main LP, a Florida limited partnership ("Contractor"), where Core & Main and the City may be referred to herein individually as a "Party," and jointly as the "Parties."

SECTION 1. PURPOSE AND SCOPE

A. Delivery and Installation Project: The Parties have entered into this Contract for the purpose of the Contractor to provide services, equipment and hardware, to fully implement an Automated Meter Infrastructure System for the electric utilities in Mount Dora, FL, in a manner consistent with industry standards and applicable laws, codes, and customs according to the terms, conditions, plans, specifications, and other requirements set forth herein (hereinafter referred to as the "Delivery and Installation Project" or the "Project"). To demonstrate proof of concept, Contractor has agreed to implement a "Water Pilot" to validate an AMI system for Electric and Water meters in the Mount Dora Service Territories, as defined in RFP #24-EL-014 Section 1.3. The Water Pilot shall be included in the Project to confirm compatibility the City's BS&A billing system during and subsequent to deployment of Electric AMI meters. Contractor shall furnish all the materials, supplies, tools, equipment, labor, and other services necessary for the completion of the Project as specified in Core & Main RFP Response #24-EL-014 (Appendix B) and this document herein.

B. NaaS/SaaS Managed Services: These services will be provided to the City pursuant to the Software as a Service and Spectrum Lease Agreement (the "NaaS/SaaS Agreement") entered into between the City of Mount Dora and Sensus USA, Inc. ("Sensus"), the manufacturer of the AMI system, and attached hereto as APPENDIX E. The NAAS and SAAS services (hereinafter referred to as the "Managed Services") are identified as part of APPENDIX D – Advanced Metering Infrastructure (AMI) System Pricing Sheet as Managed Services, and Contractor, as the Value Added Reseller for Sensus, shall invoice the City for Managed Services, and shall provide the City and Sensus ongoing technical support and troubleshooting for the system including the base stations installed in the AMI System as needed during regular business hours (between 8am and 5pm, Monday-Friday).

It is the responsibility of Contractor or its subcontractors to support all software integrations to the same levels noted in Appendix E throughout the multiple year term of that agreement. Any integration that ceases to function or has degraded performance resulting from a Sensus head end system or other contractor software upgrade or patch is the responsibility of the Contractor to resolve.

Contractor has primary responsibility for provisions of services defined in APPENDIX E – Network as a Service, Software as a Service and Spectrum Lease Agreement through Sensus. While the primary provider involved in these services is Sensus, Contractor Responsibilities include:

i. First response labor to troubleshoot FlexNet Base Stations or other field network equipment such as repeaters, if any.
ii. First response to address City issues and escalation of NaaS and SaaS issues to Sensus when next level support is needed.

C. The City agrees to undertake all of its obligations that are identified and to pay the Contractor in the manner contemplated by this Contract.

SECTION 2. CONTRACTOR QUALIFIED

Contractor represents and warrants that it is fully qualified to perform the services called for hereunder and possesses all State and local licenses necessary to perform the services called for hereunder. Prior to the execution of this Contract, Contractor has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed, and operated, and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and has taken those conditions into account in entering into this Contract.

SECTION 3. CONTRACT TERM

A. Delivery and Installation Project. The term of the Delivery and Installation Project shall begin fifteen (15) calendar days after the date of the Notice to Proceed and will be substantially complete within twenty-four (24) months thereafter, or as such term may be extended as set forth herein (the "Delivery and Installation Term"). Upon completion and acceptance of the Delivery and Installation Project, Contractor's obligations under the Delivery and Installation Project portion of the Contract will terminate.

B. Managed Services. The term of the Managed Services shall begin after the system has successfully completed Functional System Acceptance Testing (FSAT) (as hereinafter defined) and shall continue for a period of ten (10) years (the "Initial NaaS/SaaS Term"), unless earlier terminated in the manner contemplated by this Contract. After the expiration of the Initial NaaS/SaaS Term, the Managed Services portion of the Contract shall automatically renew for an additional term of 10 years ("NaaS/SaaS Renewal Term"), unless the City provides Contractor with one hundred twenty (120) days' prior written notice of its desire to not renew the Managed Services portion of the Contract.

SECTION 4. CONTRACT PRICE

Contractor agrees to perform all of the work described in this Contract for the satisfactory completion of the Project for the total sum of $2,264,514.87, said amount being the total of the One-Time Pricing Summary project prices for Electric AMI Deployment and Water AMI Pilot ("Contract Price"). The Contract Price will be adjusted to reflect actual quantities of work ordered by the City and performed by Contractor based on the unit prices herein. Contractor shall invoice the City for ongoing NaaS and SaaS services for the Initial NaaS Term of ten (10) years, for the total sum of $1,122,215.45 ("Recurring Pricing"). Managed Services under the Initial NaaS/SaaS Term and any NaaS/SaaS Renewal Term shall be paid in advance in annual installments, which are subject to and conditioned upon annual budgeting and appropriation by the City. Except as otherwise specified herein, the Contract Price shall not be increased in the total amount stated herein without a written change order executed by the City, nor shall the Contractor be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This section shall not apply to work or services provided when required to alleviate an emergency condition not caused by the Contractor's actions or omissions.

The Contract Price is firm for contract quantities for the duration of the Delivery and Installation Project, and Contractor's pricing will expire upon final completion of the Delivery and Installation Project. Contractor's prices for Water Meters & Modules (Pilot) are valid only for the pilot project in the quantities specified. Any full deployment project for water meters will be priced separately. The City agrees to issue a purchase order to Contractor for the entire quantity of materials required for the project within 90 (ninety) days of contract execution. Materials will be delivered during the Delivery and Installation Term. Notwithstanding the foregoing or anything contained herein to the contrary, Contractor reserves the right to increase the Contract Price at any time in the event of a manufacturer price increase caused by tariffs. Contractor will provide evidence of the actual tariff

amount from Sensus and will invoice the City only the actual tariff amount without markup. Contractor will provide City with written assurance of the following:

a. Contractor shall require Sensus to utilize a blended rate for tariff surcharge calculations.
b. Tariff amount calculations exclude items such as profit, freight, and administrative costs
c. Tariff amounts will be clearly identified on all invoices on a per line item basis. The blended rate for tariff surcharges will be uniform across all meter forms, thus this line item shall be a cumulative total of all surcharge amounts.
d. Contractor shall require Sensus to provide written notification (and a request for acknowledgment) for any new tariff surcharge, or subsequent increase or decrease to the amount of an existing tariff surcharge, in advance of any shipment of goods on which a tariff surcharge will be imposed.
e. Contractor shall require Sensus to provide documentation indicating the general range of Sensus' tariff share across all applicable products.

Owner reserves the right to challenge Contractor's increase in Contract Price, prior to filing any legal claim or cause of action. Notwithstanding the foregoing, in no event will Contractor be required to provide materials if the parties are unable to agree on a price increase due to tariffs. The Recurring Pricing for the Managed Services is firm for the Initial NaaS/SaaS Term. Prices for Managed Services for any NaaS/SaaS Renewal Term will be established prior to the start of the NaaS/SaaS Renewal Term.

SECTION 5. NO GENERAL OBLIGATION

In no event shall any obligation of the City under this Contract be or constitute a pledge of the ad valorem taxing power of the City within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the Contractor nor any other party shall ever have the right to compel the exercise of the ad valorem taxing power of the City in any form on any real or personal property to pay the City's obligations or undertakings hereunder.

SECTION 6. PAYMENT

Periodic Payments will be made by the City from invoices submitted to the City of Mount Dora, a Florida municipality, 510 North Baker Street, Mount Dora, FL 32757, as provided in APPENDIX D - Advanced Metering Infrastructure (AMI) System Pricing Sheet. Retainage of five percent (5%) will be withheld from all labor progress payments, in accordance with Section 255.078, Florida Statutes. When the Project is substantially complete, Contractor shall so notify the City's designated representative in writing. As used herein "Substantial Completion" means that all requirements of this Contract are complete and are ready for use, as more particularly defined in Article I - Definitions. The City will then make a final inspection of the work within ten (10) days after receipt of the notice and develop a list of items required to render the Project complete, satisfactory, and acceptable. The list shall be delivered to Contractor within five (5) days after the inspection has been completed. Contractor shall correct the items on the list within thirty (30) days after delivery of the list and notify the City when the corrections have been completed. The City, upon confirming that all items have been corrected, will then issue final payment for the Delivery and Installation Project, in accordance with Article VII – Payments to the Contractor and APPENDIX D - Advanced Metering Infrastructure (AMI) System Pricing Sheet. As a condition precedent to Final Payment by the City, Contractor must provide the City the Consent of Surety to final payment, an affidavit by Contractor identifying all subcontractors, laborers, or equipment or material suppliers who provided goods or services in connection with the Project and provision of separate releases of lien or lien waivers in form acceptable to the City from each

subcontractor, and copies of product warranties, operating manuals and instruction manuals if not previously provided.

SECTION 7. PAYMENT NOT A WAIVER OR ACCEPTANCE

No payment to Contractor, nor any use or occupancy of the Project by the City, shall be interpreted or construed to constitute acceptance of any work not in strict compliance with the Contract, and Contractor expressly accepts the risk that defective work may not be detected (1) during any inspection by the City, (2) prior to making of any payment to Contractor, or (3) before the City's final payment.

SECTION 8. COMPLIANCE WITH LABOR LAWS

Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws of the State of Florida and the United States of America.

SECTION 9. CLAIMS OF SUBCONTRACTORS

All work performed hereunder shall be accomplished in a manner that will result in no liens, claims or encumbrances being imposed on the City's property or suits for payment brought against the City. Contractor shall ensure prompt payment of all subcontractors and materialmen utilized by Contractor on the Project. In the event any materialman or subcontractor of Contractor should file any lien on the property of the City or otherwise file a claim for payment against the City, Contractor shall obtain the release and satisfaction of the lien or claim within ten (10) days of its filing to the extent Contractor has been paid for its Work giving rise to the claim.

SECTION 10. CONTRACT DOCUMENTS

This Contract, including the Contract Documents as defined below, contains all of the understandings and agreements of the parties hereto in respect of the subject matter hereof as of the Effective Date of the Contract. Any and all prior understandings and agreements, expressed or implied, between the parties hereto in respect of the subject matter hereof shall be superseded hereby. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract.

The term "Contract Documents" means and includes the following, which are hereby incorporated by reference and made a binding part of this Contract:

a) The Contract and all Sections thereunder
   - Sections 1 - 41

b) Articles of this Contract
   - Article I - Definitions
   - Article II – Statement of Work & Schedule
   - Article III – Deliverables
   - Article IV – System Acceptance & Performance
   - Article V – Contractor Responsibilities

- Article VI – City's Representative (Owner's Engineer) During Construction
- Article VII – Payments to the Contractor
- Article VIII – Changes in the Work
- Article IX - Change of Contract Price; Change of Contract Times
- Article X – Suspension of Work and Termination
- Article XI - Miscellaneous

c) Appendices in this Contract:

- Appendix A – City RFP
- Appendix B – Contractor Proposal
- Appendix C – Initial Project Schedule
- Appendix D – Advanced Metering Infrastructure (AMI) System Pricing Sheet
- Appendix E –Network as a Service, Software as a Service and Spectrum Lease Agreement
- Appendix F – Warranties
- Appendix G – RMA Process
- Appendix H – Human Trafficking Affidavit

d) In the event of inconsistency or ambiguity among any of the Contract Documents, the Contract (Sections 1-41) shall control first, and the remaining documents shall control the others in the above order of priority except Appendix B shall supersede and control over Appendix A.

SECTION 11. COMPLETE AGREEMENT

This Contract, together with the Contractor's and Surety's performance and payment bonds for the Delivery and Installation Project, if any, constitute the entire and exclusive agreements between the City and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations, or agreements by and between the parties.

SECTION 12. ASSIGNMENT

This Contract may not be assigned except at the prior written consent of the City, and if so assigned, shall be binding upon the successors and permitted assigns of Contractor.

SECTION 13. STATUTORY DISCLOSURES

Solicitation of Contract: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of this Contract.

Public Entity Crime: As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. By its execution hereof, Contractor certifies that neither it nor an affiliate is on the convicted vendor list.

Scrutinized Companies List/Countries of Concern/Interests of Foreign Countries: Contractor hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. This Contract may be terminated at the option of the City if the Contractor is found to have submitted a false certification as provided under Florida Statute 287.135(5), been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

Anti-Trust Vendor Violator: The Contractor has a continuous duty, throughout the entire Contract Term identified in Section 3, and any renewal, to disclose to the City if the Contractor or any of its affiliates, as defined by section 287.137(1), Fla. Stat., are placed on the Antitrust Violator Vendor List. Pursuant to section 287.137, Fla. Stat., "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

SECTION 14. ADMINISTRATION OF CONTRACT

The City Manager, or their designated representative, shall administer this Contract for the City. No change in the Contract scope or payment shall be valid without prior written approval by the City Manager and, if necessary, approval by the City Council.

SECTION 15. NOTICE OF DEFAULT

In the event Contractor fails or refuses to materially perform the work in accordance with the Contract or is otherwise in material breach of this Contract, the City will provide written notice of default to Contractor. Thereafter, Contractor will substantially commence efforts to correct such failure to perform within thirty (30) days of notice from the City, and thereafter diligently pursue correction. Should Contractor fail to substantially commence efforts to cure within thirty (30) days, or fail to diligently pursue correction thereafter, the City may terminate the contract as provided herein and pursue all remedies available hereunder or at law.

SECTION 16. DEFAULT OF THE CONTRACTOR

The following events shall be considered events of default on the part of the Contractor: (a) the failure of the Contractor to deliver its Work free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of the Contractor; (b) the Contractor becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of the Contractor as insolvent or bankrupt be filed; (c) any representation or warranty (excluding a warranty as contemplated by Section 19 and Appendix F of this Contract) provided by the Contractor that proves to be materially false or misleading when made, (d) any failure of the Contractor to comply with or perform according to the terms of this Contract or to commence efforts to correct such failure to perform within thirty (30) days of notice from the City, and thereafter diligently pursue correction. In the event of default by the Contractor, the City will have the right to cancel this Contract and to terminate immediately all Work hereunder without further obligation except the City will be obligated to pay for Work performed through the date of termination.

SECTION 17. FORCE MAJEURE

Neither the Contractor nor the City shall be responsible to each other for damage or delay that arise from Force Majeure, including but not limited to conditions beyond the reasonable control, and not the result of the fault of the impacted Party, including, without limitation acts of God, storms, extraordinary weather, epidemic or pandemic, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of materials required for the Project, and unavailability of fuel.

SECTION 18. TAXES, PERMITS, AND FEES

Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project. The City is exempt from Federal Excise and State of Florida Sales Tax. Only in strict accordance with the terms and conditions of Section 4 above, the City shall pay any tariffs relating to the materials to be provided hereunder. The City is not waiving any right to the terms and conditions of Section 4 in this Section and any ambiguity between the two shall be resolved by strict application of Section 4. The City shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Core & Main shall be responsible for all taxes measured by Core & Main's income.

SECTION 19. WARRANTY

The extent of the warranty to be provided by Core & Main is set forth in APPENDIX F –WARRANTIES

SECTION 20. AMENDMENTS

No amendment or variation from the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.

SECTION 21. INDEMNITY

To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Contract. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This clause shall survive the term of this Contract.

SECTION 22. CONTRACTOR TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONTRACTOR

Contractor agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or negligent acts of the Contractor, or of its subcontractors. The Contractor's obligation under this section does not apply to property damage caused by any other Contractor engaged directly by the City. The City reserves the right, should the Contractor fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Contractor, or by the Contractor reimbursing the City for all such costs and expenses.

SECTION 23. TITLE AND RISK OF LOSS

Risk of loss and title to the materials shall pass to the City upon delivery to a location specified by the City, excluding the meters and endpoints delivered for the Project which will be installed by Contractor. Risk of loss and title of project meters and endpoints to be installed by Contractor shall remain with the Contractor until successfully installed and initially readable from the head-end system, at which time title, risk of loss and obligations for maintenance will then immediately transfer to the City. Contractor agrees to protect equipment or materials in the custody or control of Contractor or its Subcontractor and to be responsible for any damage or loss occasioned by its failure to do so.

SECTION 24. INSURANCE

(a) During the Term of this Contract the Contractor will procure and maintain at its own expense the following insurance coverage:

(1)	General Liability	$2,000,000/occurrence
(2)	Automobile Liability	$500,000/occurrence
(3)	Worker's Compensation, including Employer's Liability	As required by law
(4)	Umbrella Liability	$5,000,000

(b) The Contractor will add the City as an additional insured on the above policies except Workers' Compensation. The Contractor shall provide a certificate of insurance evidencing the above coverage. Notice of cancellation will be provided 30 days in advance. Limits may be met by a combination of General Liability and Excess or Umbrella coverage.

(c) The Contractor will require its Subcontractors to provide a certificate of insurance evidencing the same coverage as the Contractor and to include the City and the Contractor as additional insureds.

SECTION 25. SAFETY

The Contractor shall have the primary responsibility for all safety precautions and programs necessary to complete its Work associated with the Project. The Contractor agrees to comply with all applicable regulations, ordinances, and laws relating to safety.

SECTION 26. HAZARDOUS MATERIALS

The Project and the Work expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances. The City warrants and represents that, to the best of the City's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that the Contractor shall be required to perform work that in any way will affect The Contractor's ability to complete the Project. If the Contractor is made aware or suspects the presence of hazardous materials, the Contractor reserves the right to stop work in the affected area and shall immediately notify the City. It shall remain the City's responsibility to correct the condition to comply with local and federal standards and regulations. The City shall remain responsible for any Claims that result from the presence of the hazardous materials. The City is responsible for proper disposal of all hazardous materials, including but not limited to lithium batteries.

SECTION 27. DELAYS AND ACCESS

In the event of any delay, including but not limited to Force Majeure or delays caused by the City, the Contractor will notify the City in writing of the existence and nature of the delay. The City and the Contractor will then mutually agree upon any new completion dates, and pricing or payment terms for the Work contemplated by this Contract. Nothing in the foregoing sentence shall be deemed to relieve the City from its obligation to provide the Contractor and its subcontractor's reasonable and safe access to facilities that are necessary for the Contractor to complete the Work.

SECTION 28. COMPLIANCE

The Contractor and the City will comply with all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any governmental bodies, agencies, authorities, and courts having jurisdiction. Except where otherwise expressly required by applicable laws and regulations, neither the City nor Owner's Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.

SECTION 29. DISPUTE RESOLUTION

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Contract. Either Party may initiate negotiations by providing written notice to the

other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three business days from receipt with a statement of its position on, and recommended solution to, the dispute. Thereafter the Parties will attempt to resolve the dispute through negotiations conducted in good faith. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be resolved in accordance with Section 30(b) below.

(b) The Parties agree that in the event any dispute between them relating to this Contract is not resolved under Section 29(a) above, exclusive jurisdiction shall be in the state or federal trial courts having jurisdiction in Lake County, Florida. The Parties expressly waive any objection and consent to the personal jurisdiction of such courts. **BOTH THE CITY AND THE CONTRACTOR HEREBY IRREVOCABLY AND VOLUNTARILY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.**

(c) All disputes arising out of this Contract shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.

SECTION 30. ATTORNEYS' FEES

In the event of any litigation between Parties hereto arising from or with respect to this Contract, the Parties will each bear their own attorneys' fees and costs of the action.

SECTION 31. ASSIGNABILITY

Absent express written consent of the non-assigning party, this Contract nor any rights or obligations hereunder may be assigned, delegated or transferred.

SECTION 32. 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 Contract 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: All notices and communications related to this Contract shall be made in following address:

CITY: City of Mount Dora
Attn: City Manager
510 N. Baker Street
Mount Dora, Florida 32757

sandersfeldv@mountdora.gov

Copy to: Shepard, Smith, Hand & Brackins, P.A.
Attn: Patrick Brackins, City Attorney
2300 Maitland Center PKWY, STE 100
Maitland, FL 32751
pbrackins@shepardfirm.com
ahand@shepardfirm.com
service@shepardfirm.com

CORE & MAIN: Core & Main LP
Attn: District Manager
590 Ferguson Drive
Orlando, FL 32805

Copy to: Legal Department
Core & Main LP
1830 Craig Park Court
St. Louis, MO 63146
Ph: (314) 432-4700
cm-legal@coreandmain.com

SECTION 33. BINDING EFFECT

The City and the Contractor each represent and warrant to the other that this Contract has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement enforceable against such Party in accordance with its terms.

SECTION 34. MODIFICATIONS

This Contract shall not be modified in any respect except by a written document signed and agreed to by both the Contractor and the City.

SECTION 35. 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

jeanann.hand@mountdora.gov

(b) The Contractor agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY for the term of this Contract.

2. Upon request from the CITY's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.

3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the City.

4. Upon completion of this contract, transfer, at no cost, to the City all public records in the 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 36. E-VERIFY

The City will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Contractor must comply with Florida Statutes 448.095(2), and shall comply with the requirements to use the E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract as more specifically set forth in Article V, paragraph 17.

SECTION 37. TRADE SECRETS AND PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION

(a) Documents submitted by Contractor which it contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the CITY as a utility owner, consistent with Section 119.0713(5), Florida Statutes, or information related to cybersecurity that is exempt and confidential under Section 119.0725, Florida Statutes, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the CITY, will not be subject to public access. Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Contract, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. However, should a requestor of public records challenge Contractor's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, Contractor must provide a separate written affidavit and a separate indemnification and release guarantee, as approved by the CITY's Attorney or

designee, to the CITY to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the CITY's release of the requested records.

(b) "Confidential Information" means all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party and all trade secrets of either party. Notwithstanding the foregoing, "Confidential Information" shall not include (i) any information that is in the public domain other than due to Recipient's breach of this Contract; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.

(c) To the extent Contractor regards certain terms and provisions of this Contract to contain data or information that is covered by one or more of the following: (1) cybersecurity insurance coverage limits and deductible self-insurance amounts, (2) information related to critical infrastructure, and (3) network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, Contractor must clearly mark such provisions as confidential and exempt. To the extent such terms and provisions are clearly marked as confidential and exempt from public record law requirements, the parties agree to the treat the terms and conditions in accordance with the provisions of Section 37, Paragraph a) above.

SECTION 38. NO OBLIGATION TO THIRD PARTIES

No party to this Contract shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties, and nothing in this Contract shall be deemed to contemplate either party as a partner, agent, or representative of the other party. The parties specifically intend that no third party have any rights hereunder.

SECTION 39. SEVERABILITY

Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Contract.

SECTION 40. SUSPENDED OR DEBARRED VENDORS

The City does not award contracts to or consent to subcontracts with suspended or debarred vendors, unless the City Administrator has determined that an emergency exists justifying such action and obtained approval from the Board. Such vendors are also excluded from conducting business with the City as agents, representatives,

subcontractors, or partners of other vendors. Furthermore, subsequent suspension or debarment may constitute grounds for termination of this Contract.

SECTION 41. ELECTRONIC SIGNATURE

This Contract may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Contract. Electronic signatures shall be valid and sufficient to bind any party to this Contract. Signatures to this Contract 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 next page)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this Contract as of this 15th day of July, 2025.

CITY OF MOUNT DORA

JAMES HOMICH
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Patrick Brackins
City Attorney

CORE & MAIN LP

By: _____
Printed Name: Joseph Holsten
Printed Title: Manager, Branch Operations

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Joseph Holsten, as Manager, Branch Operations, of Core & Main LP, who personally swore or affirmed that he/she is authorized to execute this Contract 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 20th day of June, 2025.

(stamp)

BRENDA F. ECKROSE
Commission # HH 216403
Expires February 27, 2026

_____

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this Contract as of this 15th day of July, 2025.

CITY OF MOUNT DORA

JAMES HOMICH
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Patrick Brackins
City Attorney

CORE & MAIN LP

By: _____

Printed Name: Joseph Holsten

Printed Title: Manager, Branch Operations

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Joseph Holsten, as Manager, Branch Operations, of Core & Main LP, who personally swore or affirmed that he/she is authorized to execute this Contract 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 20th day of June, 2025.

(stamp)

BRENDA F. ECKROSE
Commission # HH 215403
Expires February 27, 2026

APPENDIX E – NETWORK AS A SERVICE, SOFTWARE AS A SERVICE AND SPECTRUM LEASE AGREEMENT

The Contractor's NaaS/SaaS Agreements and supporting documents (Spectrum lease agreement, Technical Support Process) are attached hereto and incorporated by reference.

The Contractor's NaaS/SaaS Agreements shall cover all supplied software including the head end system and any other current or future head-end applications and current software integrations.

Network as a Service, Software as a Service, and Spectrum Lease Agreement

between

CITY OF MOUNT DORA
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service and Spectrum Lease ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 10 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 10 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

This Agreement contains two parts:

Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Network as a Service, Software as a Service, and a Spectrum Lease between Sensus and Customer

Together, these two parts create the Agreement.

Sensus USA Inc.		**Customer: CITY OF MOUNT DORA**	
By:	DocuSigned by: F4E3CE44E43A4A6...	By:	
Name:	**Mark Newton**	Name:	**James Homich**
Title:	**Vice President**	Title:	**Mayor**
Date:	6/18/2025	Date:	7/15/25

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease
Part 2: Agreement
Exhibit A Software
Exhibit B Technical Support
Exhibit C Network as a Service
Exhibit D Insurance Requirements

Council Member: Marc Crail	☒Yes ☐No	☐Yes ☒No
Council Member: Nate Walker	☒Yes ☐No	☐Yes ☒No
Council Member Doug Bryant	☒Yes ☐No	☐Yes ☒No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No

8.
Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	☐Yes ☒No

9.
Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐Yes ☒No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐Yes ☒No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐Yes ☒No

10.
Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☒Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☒Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (*See* Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☒Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☒Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☒Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☒Yes
7)The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☒Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☒Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

CITY OF MOUNT DORA			
By:		Title: Mayor	
Name:	James Homich	Date: 7/15/25	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

EXHIBIT H – HUMAN TRAFFICKING AFFIDAVIT

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Core & Main LP, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Authorized Signature

Core & Main LP
Company

Joseph Holsten
Printed Name

Manager, Branch Operations
Title

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged and sworn to before me by means of [ ] physical presence or [ ] online notarization of Joseph Holsten, as Manager, Branch Operations of Core & Main LP, 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 20th day of June, 2025.

(stamp)

NOTARY PUBLIC

BRENDA F. ECKROSE
Commission # HH 215403
Expires February 27, 2026

FIRST AMENDMENT TO AMI CONTRACT

This First Amendment to AMI Contract ("First Amendment") is entered into by and between the City of Mount Dora, Florida ("City") and Core & Main LP ("Contractor") for the purpose of amending and modifying that certain AMI Contract dated June 20, 2025 (the "Contract"). It is the express intention of the parties that, to the extent of the terms of this First Amendment only, this First Amendment shall supersede and control over the terms of the Contract and any prior amendments thereto.

The Contract is hereby modified as follows:

1. Section 10 – Contract Documents: Section c) – Appendices in this Contract: Insert the following after Appendix H – Human Trafficking Affidavit:

- Appendix I –Mount Dora Client Subscription Agreement (Included in this Amendment)
- Appendix J - City of Mount Dora SpryPoint Statement of Work (Included in this Amendment)

Except as specifically amended in this Addendum, the Agreement and all prior addenda thereto shall remain in full force and effect.

CITY OF MOUNT DORA, FLORIDA	CORE & MAIN LP
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX I

MOUNT DORA CLIENT SUBSCRIPTION AGREEMENT

Included in this appendix is the SpryPoint Client Subscription Agreement Signed by appropriate parties which defines the services to be provided to the City under the AMI contract with Core & Main for the 10 year managed services term.

Any statement in this document that is contradicted by any statement in the AMI contract between Mount Dora and Core & Main is not applicable and is overridden by the AMI contract wording.

INSERT CLIENT SUBSCRIPTION AGREEMENT HERE IN ITS ENTIRETY ONCE SIGNED

APPENDIX J

City of Mount Dora SpryPoint Statement of Work

Included in this appendix is the SpryPoint Statement of work for implementing the specific instance of the SpryPoint client portal to meet the requirements of the portal as defined in the AMI contract with Core & Main.

Any statement in this document that is contradicted by any statement in the AMI contract between Mount Dora and Core & Main is not applicable and is overridden by the AMI contract wording.

INSERT CITY OF MOUNT DORA SPRYPOINT STATEMENT OF WORK HERE IN ITS ENTIRETY

Client Subscription Agreement

This Client Subscription Agreement is made as of _____ between SpryPoint Services, Inc (“SpryPoint) a Canadian Corporation with offices at 45 Queen Street, Charlottetown, PE C1A 4A4 and The City of Mount Dora (“Client”) with offices at 510 N Baker St., Mount Dora, FL 32757.

Whereas (a) Core & Main LP. (“Reseller") is an authorized reseller of the software-as-a-service products of SpryPoint; (b) Client has acquired a subscription from Reseller (the "Subscription") for the Service (i) in the manner that SpryPoint makes the Service available to its subscribers, and (ii) for the consideration and on the other terms and conditions agreed between Client and Reseller; and (c) this Agreement governs Client's access to and use of the Service, the parties agree as follows.

The exhibits and schedules attached hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

SpryPoint provides the services described below in accordance with the terms and conditions of this Agreement. Should there be a conflict of terms or conditions, this Agreement shall control, and the order of precedence shall be as follows:

1. Main body of this Agreement
2. Exhibit A – Service Level Agreement
3. Exhibit B – Data Processing Exhibit

DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Agreement” means this Client Subscription Agreement, including any exhibits hereto.

“Authorized Named User” means an end user of the Client that has been given access by Client to use the Services.

“Authorized Parties” means Clients’ or an authorized Affiliate’s Employees and third-party providers authorized to access Client’s Tenants and/or to receive Client Data by Client (a) in writing, (b) through the Service’s security designation, or (c) by system integration or other data exchange process.

“Confidential Information” refers to the following types of material or content one party to this Agreement (“Discloser”) discloses to the other (“Recipient”): (a) any information Discloser marks or designates as “Confidential” at the time of disclosure; and (b) any other non-public, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should

reasonably be known by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.

"Client Data" means Client's data obtained, used in, or stored as the result of the use of the Services, including (a) data collected, used, processed, stored, or generated by the Client as the result of the use of the Service, and (b) any information that is related to an identified or identifiable individual and has been provided by Client or its Affiliates as Client Data within the SpryPoint Service to enable SpryPoint to process the data on its behalf. Client Data is and shall remain the sole and exclusive property of Client and all right, title, interest in same is reserved to Client. SpryPoint will protect any and all Client data which they have access to and will not release any such data without express written permission from the City of Mount Dora. This includes any Mount Dora customer personally identifiable information (PII).

"Competitor" means any entity that may be reasonably construed as offering competitive functionality or the Service offered by SpryPoint.

"Documentation" means the Software's standard user manuals and any other accompanying documents related to the Software.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any appliable laws anywhere in the world, and all moral rights related thereto.

"Malicious Code" means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs.

"Messaging Service" means SpryPoint's alerts, notifications, communications, campaigns & messaging capabilities provided with the Service.

"Security Breach" means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Client Data; provided that an incidental disclosure of Client Data to an Authorized Party or SpryPoint or incidental access to Client Data by an Authorized Party or SpryPoint, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any appliable Law and (b) any security breach (or substantially similar term) as defined by applicable law.

"Service" means the combination of SpryPoint's software-as-a service applications as described in the Documentation and subscribed to by Client from Reseller.

"Service Level Agreement" (SLA) means SpryPoint's standard Service Level Availability policy which may be updated from time to time. No update shall materially diminish SpryPoint's responsibilities under the SLA.

"Tenant" means a unique instance of the Service, with a separate set of Client data held by SpryPoint in a logically separated database.

"Updates" means all updates, improvements, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation as developed by SpryPoint and made generally available for Production use.

1. Provision of Service.

1.1 SpryPoint Obligations. During the Term, SpryPoint shall make the Service and Updates available to Client in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement. SpryPoint shall not use Client Data except to provide the Service, or to prevent or address service or technical problems, verify Service Updates, in accordance with this Agreement and the Documentation, or in accordance with Client's instructions and shall not disclose Client Data to anyone other than Authorized Parties in accordance with this Agreement.

1.2 Client Obligations. Client may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Client and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Client is responsible for all Authorized Party use of the Service and compliance with this Agreement. Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client Data and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify SpryPoint promptly of any such unauthorized access or use. Client shall not: (x) use the Service in violation of applicable Laws; (y) in connection with the Service, send or store infringing, obscene, threatening or otherwise unlawful or tortious material, including material that violates privacy rights; (z) send or store Malicious Code in connection with the Service or its related systems or networks in a manner not set forth in the Documentation. Client shall designate named contacts (up to the maximum number permitted by SpryPoint) to request and receive support services from SpryPoint. Named support contacts must be trained on the SpryPoint product(s) for which they initiate support requests. Client shall be liable for the acts and omissions of all Authorized Parties and Client Affiliates relating to this Agreement.

1.3 Acceptable Use. Client acknowledges and agrees that SpryPoint has no obligation to monitor the content of communications or data of Client or its users transmitted through the Service, and that SpryPoint shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations Client is solely responsible (a) ensuring that the disclosure and use of data, content and information provided to SpryPoint does not violate any applicable law or misappropriate, infringe or violate the Intellectual Property Rights of any third party and (b) for the appropriate use of any reports and other materials prepared by Client in a manner that will not violate any applicable law or misappropriate, infringe or violate the Intellectual Property Rights of any third party. Client agrees not to post or upload any content or data which (x) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (y) violates the rights of others, such as data which infringes on any Intellectual Property Rights or violates any right of privacy or

publicity; or (z) otherwise violates any applicable law. SpryPoint may (but is not obligated to) review any content posted or transmitted through the Services and remove any prohibited content, without notice to Client. SpryPoint may suspend or terminate any user's access to the Service upon notice in the event that SpryPoint reasonably determines that such user has violated the terms and conditions of this Agreement.

2. Resale Arrangement.

2.1 Reseller Obligations. Client acknowledges and agrees that (a) Client is contracting directly with Reseller for the Subscription and related services; (b) SpryPoint is not a party to, or bound by, any of Client's arrangement(s) or agreement(s) with Reseller; and (c) SpryPoint will have no obligations or liability to Client (and Client will have no recourse against SpryPoint) in respect of such arrangement(s) or agreement(s).

2.2 Non-Payment and Suspension of Service. Under the terms and conditions of SpryPoint's agreement with Reseller (the "Reseller Agreement"), SpryPoint is entitled to suspend or terminate the Subscription if (a) SpryPoint is notified by Reseller of Client's failure to pay amounts to Reseller when due with respect to the Subscription or related services, or (b) Reseller fails to pay amounts to SpryPoint when due under the Reseller Agreement with respect to the Subscription or related services. Client acknowledges and agrees that SpryPoint will have no liability to Client of any kind with respect to any such suspension or termination of the Subscription and Client's sole recourse with respect to any such suspension or termination of the Subscription will be against Reseller.

2.3 Additional Users. SpryPoint will be automatically notified when new users are added to Service for Client. If the number of active users, not including archived users, exceeds the number permitted under the Subscription, SpryPoint will notify Reseller so it may invoice Client for any incremental user additions during the calendar month.

2.4 Assignment of Subscription. Under the terms of the Reseller Agreement, the Subscription may be assigned to SpryPoint in connection with the expiration or termination of the Reseller Agreement. You agree that if the Subscription is assigned to SpryPoint, Client's continued rights to access and use the Service will be subject to SpryPoint 's then standard Master Subscription Agreement and Client consents to the application of such terms and conditions, including without limitation, the billing and payment provisions contained therein.

3. Proprietary Rights

3.1 SpryPoint Intellectual Property Rights. SpryPoint retains all right, title, and interest in and to the Service, Documentation and other SpryPoint Intellectual Property Rights including any related methodologies, techniques, processes, and instruction developed by SpryPoint and used in the course of delivering the Service. under this Agreement and an applicable Statement of Work. No rights are granted to Client hereunder other than expressly set forth herein. Client shall not (and shall not allow or cause any third party to (a) reverse engineer, modify or copy the Service or Documentation or create any derivative works based on the Service and Documentation; (b) copy and features, functions, interfaces, integrations or graphics

of the Service or Documentation; (c) access the Service or Documentation in order to build any commercially available product or service; or (d) publicly disclose any benchmark or performance information about the Service.

3.2 Client Rights. SpryPoint hereby grants Client's Authorized Named Users (and those of Client's Affiliates and Authorized Parties) a non-exclusive, non-transferable, non-perpetual limited right to use the Service and Documentation, solely for the internal business purposes of Client and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement.

3.3 License to Host Client's Data. Client grants SpryPoint and SpryPoint's hosting partners a worldwide, limited-term license to host, copy, transmit and display Client's Data, as necessary for SpryPoint to provide the Service in accordance with this Agreement. As between SpryPoint and Client, SpryPoint acquires no right, title or interest from Client under this Agreement in or to Client's Data.

3.4 License to use Client's Feedback. Client grants to SpryPoint and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction or other Client feedback relating to the Service ("Client Input"). SpryPoint shall have no obligation to make Client Input an Improvement.

3.5 Statistical Information. SpryPoint owns all aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and performance results for the Service. SpryPoint may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service, provided that such information does not identify Client Data or include Client's name.

4. Confidentiality

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

4.2 Nondisclosure. A party shall not use Confidential Information for any purpose other than to facilitate this Agreement. A Recipient: (a) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement and executes a nondisclosure agreement with Recipient (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent.

4.3 Protection. Each party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care.

4.4 Injunctive Relief. Recipient agrees that breach of Confidentiality would cause irreparable injury, for which monetary damages would be inadequate**.** If a recipient discloses or uses any Confidential Information of the other party in breach of

confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available to injunctive relief to enjoin such acts.

4.5 Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. Discloser will retain all right, title and interest in and to all Confidential Information.

5. Data Privacy & Security

5.1 SpryPoint use of Data. Client hereby grants SpryPoint a limited right to access, process, collect, store, generate, display, and use Client Data for the sole purpose of providing the Service. SpryPoint shall keep and maintain Client Data in strict confidence and shall not allow any third parties to use, disclose, or access Client Data without Client's prior written consent. Notwithstanding the foregoing, SpryPoint may disclose Client Data as required by applicable law or by proper legal or governmental authority. SpryPoint shall give Client notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise contest such required disclosure, at Client's expense.

5.2 Data Security. Each Party shall be responsible for establishing and maintaining its own data privacy and information security policies, including physical, technical, administrative, and organizational safeguards to ensure the security and confidentiality of Client Data; protect against any anticipated threats or hazards to the security of Client data, protect against unauthorized disclosure, access to, or use of Client Data, ensure the proper disposal of Client Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.

5.3 Unauthorized Disclosure. If either Party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Each Party will reasonably assist the other Party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the Security Breach was caused by it. As soon as reasonably practicable after any such Security Breach, upon Client's request, Client and SpryPoint will consult in good faith regarding the root cause analysis and any remediation efforts.

6. Warranties & Disclaimers

6.1 From SpryPoint.

a) **Function:** SpryPoint represents and warrants that, during the Term, the Service will perform materially in accordance with the Documentation.
b) **Intellectual Property Rights:** SpryPoint represents and warrants that it owns the Service and has the power and authority to grant the rights in this Agreement without the further consent of any third party.
c) **Malicious Code:** SpryPoint represents and warrants that to the best of its knowledge, the Service does not contain any Malicious code. SpryPoint further warrants that it will not knowingly introduce any Malicious Code into the Service.

6.2 From Both Parties. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation know to it would have a material adverse impact on its ability to perform as required hereunder.

6.3 Warranty Remedies. In the event of a breach of the warranty as set forth in Section 6.1, or upon the discovery of Malicious Code in the Service, (a) SpryPoint shall correct the non-conforming Service at no additional charge to Client or (b) in the event SpryPoint is unable to correct such deficiencies after good-faith efforts, SpryPoint shall refund Client amounts paid that are attributable to the defective Service from the date SpryPoint received such notice through the date of remedy, if any. At no time shall the refund exceed the amount of the subscription fees actually paid by Client to Reseller in consideration for the Subscription during the twelve (12) months preceding the claim.

6.4 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN SECTION 6.1 AND 6.2 ABOVE, SPRYPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. SPRYPOINT DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification

7.1 Indemnification. SpryPoint shall protect, defend, hold harmless and indemnify Client harmless against any loss, damage or costs in connection with claims, demands, suits or proceedings ("Indemnified Claims)" made or brought against Client alleging that the use of the Service infringes any third party's Intellectual Property Rights; provided, however, that Client; (a) promptly gives written notice of the Claim to SpryPoint; (b) gives SpryPoint sole control of the defense and settlement of the Claim; and (c) provides to SpryPoint, at SpryPoint's cost, all reasonable assistance. SpryPoint's obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of: (u) Client's breach of this Agreement; (v) revisions to the Service made without SpryPoint's written consent; (w) Client's failure to incorporate Upgrades that would have avoided the alleged infringement; (x) Modification of the Service by Client, its Employees, or Authorized Parties in conflict with Client's obligations (y) Unauthorized use of the service by third parties; or (z) use of the Service in a manner inconsistent with the Documentation. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of Client. If Client is enjoined from using the Service or SpryPoint reasonably believes it will be enjoined, SpryPoint shall have the right at its sole option, to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to SpryPoint, then use of the Service may be terminated at either party's option and SpryPoint's sole liability shall be to refund any prepaid fees

it has received for the Service in respect of the Subscription that were to be provided after the effective date of termination.

8. Limitation of Liability

8.1 Liability Cap. SpryPoint's liability arising out of or related to this Agreement shall in no event exceed an amount equal to the amount of the subscription fees paid by Reseller to SpryPoint for the Subscription within the twelve (12) months preceding the claim.

8.2 Limitation of Liability for Loss of Information Security. Notwithstanding anything else herein, in no event will the aggregate liability of SpryPoint, SpryPoint's Personnel, Permitted Subcontractors, or other persons or entities acting on behalf of SpryPoint, arising in connection with a Security Breach, exceed the amount received by SpryPoint from Reseller for the Subscription in the twelve (12) months preceding the claim.

8.3 Clarifications & Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY RESELLER TO SPRYPOINT IN CONSIDERATION FOR THE SUBSCRIPTION DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. FOR THE AVOIDANCE OF DOUBT, SPRYPOINT'S LIABILITY LIMITS APPLY TO SPRYPOINT'S AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.

8.4 Exclusion of Damages. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARAD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW MUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF US, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS, OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CLIENT WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS ARE EXCLUDED AS SPRYPOINT'S LOST PROFITS.

9. Term and Termination

9.1 Term of Agreement. The term of this Agreement will commence on the date Reseller accepts Client's order for the Subscription and will continue until the earlier of (a) termination of this Agreement and (b) termination or expiration of the Subscription in accordance with Client's agreement with Reseller.

9.2 Termination for Default. Either party may terminate this Agreement (a) upon thirty (30) days prior written notice in the event of a material breach by the other party if such breach remains uncured at the expiration of such notice period, or (b) immediately upon written notice in the event of a material breach by the other party of Section 4 or if the other party misappropriates, infringes or violates the Intellectual Property Rights of the first party.

9.3 Effect of Termination. Upon any termination of this Agreement, Client shall, as of the date of such termination, immediately cease accessing and otherwise using the Service. Neither the expiration nor the earlier termination of this Agreement will release either of the parties from any obligation or liability that accrued prior to the expiration or termination.

9.4 Access to Client Data. Upon written request by Client made prior to any expiration or termination of this Agreement, SpryPoint will make all Client Data available to Client through the Service solely for purposes of Client retrieving Client Data for a period of up to sixty (60) days. After 60 days, SpryPoint will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data and will have no further obligation to make it available to Client. After any Client Data is made available to City and/or deleted no Client data will used for any purpose by SpryPoint.

10. Messaging.

10.1 Supplemental Messaging Terms. If Client elects to use SpryPoint's Alerts, Notifications, Communications, Campaigns & Messaging capabilities ("Messaging Service") provided with the Service the following supplemental terms (these "Supplemental Messaging Terms") will apply. For avoidance of doubt, Messaging Terms apply to all SpryPoint applications within the Service involving automated phone calls, pre-recorded messages, text messages, emails, in-app notifications and any other bulk communications.

10.2 Responsibility & Risk. Client shall be solely responsible for the content of any communications which Client initiates or authorizes in connection with the Messaging Services. SpryPoint shall have no responsibility or liability with respect to messages or communications initiated or authorized by Client. Client assumes all risks associated with use of the Messaging Service as relates to the Client generated content of said messages.

10.3 Messaging Indemnity. Client shall hold harmless, defend and indemnify SpryPoint and Reseller and their officers, directors, employees, contractors and representatives from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties and attorney's fees arising out of or relating to the Messaging Service or any breach by Client of the Agreement including without limitation, these Messaging Terms, except in the event of SpryPoint's willful misconduct.

10.4 Compliance. SpryPoint is limited to delivering the Messaging Service to the Client as part of the Service, accordingly, compliance with applicable laws is strictly Client's responsibility with respect to the Messaging Service notwithstanding any provision to the contrary.

11. Miscellaneous

11.1 Independent Contractor. SpryPoint and all persons(s) employed by or contracted with SpryPoint to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Client. SpryPoint has full rights to manage its employees in their performance of the Service under this Agreement. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

11.2 Piggyback. It is understood and agreed by Client and SpryPoint that any governmental entity may purchase the services specified herein in accordance with the terms and conditions of this agreement. For clarity, pricing to be mutually agreed upon on in consideration of SpryPoint's then current rates. It is also understood and agreed that each local entity will establish its own contract with SpryPoint, be invoiced therefrom and make its own payments to SpryPoint in accordance with the terms of the contract established between the new governmental entity and SpryPoint. It is also hereby mutually understood and agreed that Client is not a legally bound party to any contractual agreement made between SpryPoint and any entity other than Client.

11.3 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of Florida. Each party to this Agreement irrevocably submits to the jurisdiction of, and venue in, the district courts of the United States sitting in the State of Florida or the courts of the State of Florida and waives any objection based on forum non conveniens.

11.4 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon the third business day after first class mailing or the next business day after being sent by a nationally recognized overnight courier. Either party may from time to time give notice to the other party of a substitute address, which from the date the notice is given will supersede for purposes of this Section 11.3 any previous address specified for the party giving the notice.

Notices to the Client shall be sent to:

City of Mount Dora
Attn: City Manager
510 N Baker Street
Mount Dora, Florida 32757
sandersfeldv@mountdora.gov

Copy to:
Shepard, Smith, Hand & Brackins. P.A.
Attn: Patrick Brackins, City Attorney
2300 Maitland Center PKWY, STE 100
Maitland, FL 32751
pbrackins@shepardfirm.com
ahand@shepardfirm.com
service@shepardfirm.com

Notices to SpryPoint shall be sent to:

Nick Stone
Chief Financial Officer
45 Queen Street – Suite #401
Charlottetown, PE C1A 4A4

11.5 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right.

11.6 Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that SpryPoint shall use reasonable efforts which are consistent with accepted software industry practices to resume performance as soon as practicable under the circumstances. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

11.7 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (which consent shall not be unreasonably withheld). Except to the extent forbidden herein, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns. Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. In no event shall Client have the right to assign this Agreement to a direct Competitor of SpryPoint. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.8 Severability. To the extent permitted by the law, the parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the even that a provision herein is held to be invalid or unenforceable, such provision

will be interpreted to fulfills its intended purpose to the maximum extent permitted by the law, and the remaining provisions of this Agreement will continue in full force and effect.

11.9 Publicity. Except as set forth herein, SpryPoint shall not use Client's name, logos, or trademarks in any written press releases, advertisements and/or marketing materials without the prior consent of Client, SpryPoint is authorized to use Client's name and logo in lists of Clients and on its website, however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from SpryPoint.

11.10 Amendment. This Agreement may only be amended in writing by authorized representatives of each party.

11.11 Execution in Counterparts: This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

City of Mount Dora	SpryPoint Services, Inc.
Signature:	Signature:
Name:	Name: Nick Stone
Title:	Title: Chief Financial Officer
Date Signed:	Date Signed:

SpryPoint Services, Inc.
Exhibit A – Service Level Agreement

1. Introduction and Overview

SpryPoint's applications are delivered as a service in the cloud. Integrating software development and support is the optimal way to serve customers. SpryPoint's Customer Success Team works with the product engineers that build, implement, test, and maintain our applications.

This Service Agreement defines the general technology as well as the scope of the Ongoing Production Support Services for SpryPoint's software-as-a-service. At a high level, this includes:

- Application support and maintenance
- Management of updates and enhancements
- Technology infrastructure management
- Backup and recovery
- High availability, disaster recovery, and business continuity
- Database management
- Network configuration and monitoring
- Security and issue reporting
- Operations and service delivery management
- Help desk/support
- Reporting/Performance measurement tools

These Services may be supplemented by change requests agreed upon by the parties in writing.
This Agreement describes the responsibilities of all parties, the scope, and approach to the delivery of the services specified herein ("the Services").

The transition to the Customer Success team will occur when:

- All severity 1 and 2 issues have been resolved
- All severity 3 issues have a defined plan for resolution
- The Post Go Live Support as defined in the Statement of Work is complete
- A finalized punch-list of any outstanding items has been created and responsibilities assigned

The transition involves:

- Formal knowledge transfer between SpryPoint's Service Delivery and Customer Success Teams

- An introductory meeting with the client, SpryPoint's Project Manager and SpryPoint's Customer Success Team.

This Agreement is specific to SpryPoint's software-as-a-service applications operating in a production environment as described in the current Pricing Schedule incorporated as part of this Agreement. Any non-production or test environments are expressly excluded from this or any other Service Agreement.

2. Definitions

These terms shall have the following meanings whenever used in this Agreement.

"Assist" means the party which may provide input into a task and/or be consulted before a decision or action is performed.

"Business Hours" means 8:00 a.m. – 4:00 p.m. Eastern Time, Monday – Friday (excluding holidays).

"Demarcation Point" means the outermost point of connectivity to the Service(s) public or private endpoints such as the data centers, infrastructure, and applications provided by SpryPoint.

"Environment" provides resources and services over the Internet and access through a web browser or client software.

- Production Environment – is where the latest version of the SpryPoint application is deployed and available to the intended users.
- Staging Environment – an environment, used for testing, that mirrors the production environment as closely as possible.

"Impact" means the influence of an event on the organization or organization's customers.

"Issue" is a disruption to everyday operations that may or may not have significant consequences.

"Lead" means the party with final decision-making authority, accountability, and responsibility for task completion; this party needs to make sure the work gets done.

"Outage" means the total minutes the service is unavailable outside the scheduled maintenance window.

"Response Time" means the number of Support Hours in which a member of the SpryPoint team will respond to a new issue.

"Resolution Target" means the number of Business Hours in which an issue should be resolved following the identification of its root cause.

"Scheduled Maintenance" means the total minutes of planned maintenance activities per month. Currently, scheduled maintenance is 4 hours for weekly maintenance and 4 hours for monthly maintenance. Maintenance windows are defined further in System Maintenance and are subject to change on 30 days' notice from SpryPoint.

"Severity" is used to understand the impact of an issue quickly and set priorities for resolution target and is measured by how severely the issue is affecting functionality.

“Support Hours” means 8:00 a.m. – 8:00 p.m. Eastern Time, Monday – Friday (excluding holidays).
“Support Request” means a request to support the resolution of an issue when further assistance is needed from technical experts.
“Tiers” represents the complexity of the issue reported.
“Total” means the total minutes the service is available less those exceptions listed under Service Availability.
“Update Frequency” means the number of Support Hours in which the SpryPoint team will provide an update to an unresolved issue.

3. Scope of Service/Responsibilities

3.1. Ongoing Support and Subscription Services

3.1.1. Application Support

The table below describes the application support functions provided in the service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Provide Tier 1 help desk and application support such as, user password management	Assist	Lead
Attempt to resolve Tier 1 issues using existing knowledge base	Assist	Lead
Maintain and update SpryPoint’s knowledge base and other documentation	Lead	N/A
Service Request Management		
Provide technical and functional troubleshooting for Tier 2 issues	Lead	Assist
Work with Client to determine if an issue is for new system functionality (change) or requires assistance (bug)	Lead	Assist
Provide a web-based system for issue tracking	Lead	N/A
Work with Client to assign proper severity of issue based on definitions	Lead	Assist
Provide issue tracking and reporting	Lead	N/A
Work with client to resolve Tier 2 and Tier 3 issues	Lead	Assist
Monitor, measure, and report on the status of Tier 2 and Tier 3 issues	Lead	Assist
Resolve Tier 2 and Tier 3 issues	Lead	Assist
Provide analysis of recurring issues and establish a resolution or work around for such issues.	Lead	Assist
Work with Client in reporting and resolving unplanned outages of any component or environment.	Lead	Assist
Provide root cause feedback for all Severity Level 1 issues	Lead	Assist
Escalate issues as needed	Lead	Assist
Promptly report outages and service interruptions	Lead	Assist
Application Support		
Provide application support to the functional process owners	Lead	Assist
Address functional issues and questions involving “how to” raised by end-users	Assist	Lead
Work with departments to leverage software to streamline business processes	Assist	Lead
Assist with system functionality and process flow questions for software and reports	Assist	Lead

Item	Responsibility	
	SpryPoint	Client
Provide functional support for first time processing of critical client business processes	Lead	Assist
Focused functional process support (i.e., end of year processing)	Assist	Lead
Maintain application releases of the current software in the production environment	Lead	N/A
Assist in reporting product issues to software vendor support and obtaining resolution	Assist	Lead
Provide availability management and support	Lead	N/A
Provide maintenance and support for all integrations	Lead	Assist
Provide maintenance and support for all reports	Lead	Assist
Provide maintenance and support for all scheduled jobs	Lead	Assist
Provide functional testing support	Assist	Lead
Deploy required application software	Lead	N/A
Provide post-deployment verification testing of required software	Lead	Assist
Security Administration		
Provide application security maintenance and administration	Lead	N/A
Conduct user access management and review	Assist	Lead
Maintain and support firewall subsystem software components where applicable (e.g., patches and software upgrades) on Client hardware and software	N/A	Lead
Monitor virus/security alerts and vulnerabilities from manufacturers and determine appropriate action per procedure	Lead	Assist

3.1.2. Operational Support

The table below describes the operational support functions provided in the service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Hosting Services		
Provide hosting services	Lead	N/A
Provide for a replicated system architecture	Lead	N/A
Provide disaster recovery services including system and data restoration	Lead	N/A
Conduct periodic testing of the disaster recovery solution	Lead	N/A
High availability and continuity of the service including load balancing to redirect traffic, multi-zone databases, auto-scaling instances based on application and processing load	Lead	N/A
Provide for secure transmission of data being stored and/or archived	Lead	N/A
Provide toll-free support line	Lead	N/A
Provide hosting services	Lead	N/A
Database Management		
Perform database administration	Lead	N/A
Perform database monitoring	Lead	N/A
Perform database tuning	Lead	N/A
Perform database security	Lead	N/A
Perform database procedures	Lead	N/A
Perform scheduled maintenance procedures	Lead	N/A
Perform database patching and updates/service packs	Lead	N/A
Communicate patch and update impact analysis	Lead	N/A

Item	Responsibility	
	SpryPoint	Client
Perform database capacity planning	Lead	N/A
Perform database refresh/clones	Lead	N/A
Perform database backup and recovery	Lead	N/A
Perform any data purging or archiving as required	Lead	N/A
Release Management		
Assess impacts of new releases to the environment	Lead	Assist
Perform Client-requested periodic refreshes of the non-production environments from the production environment up to twice per calendar month	Lead	Assist
Perform application upgrades	Lead	Assist
Perform maintenance pack installations	Lead	Assist
Perform emergency release updates as needed.	Lead	Assist
Access Management		
Manage administrative user access to the environments	Assist	Lead
Manage user access at the operating level	Assist	Lead
Manage application users and their access to the various environments	Assist	Lead
Performance Management		
Monitor system performance	Lead	N/A
Monitor application performance	Lead	N/A
Monitor scheduled job performance	Lead	Assist
Analyze performance related issues to identify factors impacting performance	Lead	Assist

3.1.3. Technology Infrastructure Services

The table below describes the technology infrastructure functions provided in the services and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Review and resolve technical issues with the system	Lead	Assist
Assist with system debugging and issue resolution	Lead	Assist
Resolve system technical issues with scheduled jobs and reports	Lead	Assist
Answer technical questions for day-to-day maintenance	Lead	Assist
Perform system administration	Lead	Assist
Provide system monitoring and tuning	Lead	Assist
Provide system capacity planning	Lead	Assist
Provide storage capacity planning	Lead	Assist
Provide workload management and support	Lead	Assist
Perform infrastructure maintenance and support	Lead	Assist
Manage the testing of all application and system changes prior to applying to production	Lead	Assist
Perform updates/service packs on application infrastructure	Lead	N/A
Perform system patching and updates/service packs (desktop)	N/A	Lead
Provide change bundling analysis to reduce the frequency and length of time required to apply changes	Lead	N/A
Provide a back-out plan for changes to the various environments	Lead	N/A
Apply code patches for application software	Lead	N/A
Implement minor technology updates	Lead	N/A
Provide system maintenance scheduling and coordination	Lead	N/A

Item	Responsibility	
	SpryPoint	Client
Report system outages and service interruptions	Lead	Assist
Provide infrastructure monitoring and alerting	Lead	N/A
Provide set-up, maintenance, and support for the following environments:		
Production	Lead	N/A
Staging	Lead	N/A
Sandbox (where applicable)	Lead	N/A

3.2. Billable Services

There will be instances where a client request is beyond the scope of the original contract. Any out-of-scope item is considered an enhancement or a change to the service and should be directed to our Customer Success team through regular support request options. Enhancement requests would include new functionality and features. Change requests would include changes to the services or responsibilities of the service.

Examples of billable services that require a quote:

- Requests for new reports
- Requests for changes to current reports
- New configuration/setup
- Rate changes
- Changes to bill print/template
- Changes to forms or letters

3.3. Quote Process

The client may request additional services or modifications to the application at any time.

All Changes will be documented and approved, regardless of whether there is an associated cost for the change.

Requests for changes should be made to SpryPoint's Customer Success Team. They will review the request and create a quote to include the following:

- A description of the problem that needs to be solved or the issue to be addressed.
- A description of the solution to the problem or issue to be addressed, including the use/business case and/or reason for the Change and suggested solution.
- An estimated delivery time
- If applicable, any fees/cost and expenses associated the Change.

The Change process is defined below. The Change must be approved by both SpryPoint and the Client before any work related to a Change is completed.

- Identify the requested Change

- Identify and document the solution and scope of work associated with the Change requested
- Estimate required effort, and any associated costs
- Submit for review and approval by the Client and SpryPoint Management Team
- If not approved, no changes are completed, and the Change request is canceled
- If approved, SpryPoint will work with the client to schedule.
- Monitor and report progress on the Change
- Communicate the Change resolution

3.4. Rate Card

Any billable services to the Service beyond go-live will be performed at the then prevailing rate as published by SpryPoint on an annual basis. Any enhancements will be implemented pursuant to the change control process as outlined in the Statement of Work.

4. Performance Measurement

4.1. Support Level Definitions and Responsible Parties

Client agrees to follow escalation procedures and is responsible for Tier 1 support functions before new application or functionality related to SpryPoint services is enabled in production.

4.1.1. Client Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	• Provide application navigation tips • Perform password resets or analyze login issues • Answer questions regarding basic operation of the application • Gather information to escalate to Tier 2 support

4.1.2. SpryPoint Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	Maintain documentation to enable Client to resolve most Tier 1 support issues without requiring escalation to specialized application support.
2	In-depth technical support performed by SpryPoint to address issues outside the scope of Tier 1 issues.	Provide Tier 2 support for all SpryPoint applications which includes:

	SpryPoint's experienced team are available to: • Assess issues • Provide solutions • Resolve issues • Create new features	• Advanced technical and system administration responsibilities which may require application log, database access, or other code-related troubleshooting • Clearly defined points-of-contact, available to receive and appropriately respond to issues from Tier 1 support • Advice and assistance for the applications and non-programming activities in direct support of users • Advise Client personnel of estimated time to resolve an issue after root cause diagnosis • Provide status updates during issue resolution • Escalate Tier 2 support issues to Tier 3 support at our sole discretion
3	A level of product and service support provided by SpryPoint resources (such as product managers or product team)	Provide Tier 3 support for all SpryPoint applications which includes: • Data fixes • Code-related troubleshooting • Bug fixes

4.2. Issue Reporting

The Client shall designate one or more power users to request and receive support services from SpryPoint. These users must be trained on the SpryPoint applications for which they initiate support requests.
To report an issue, submit a support request by:

- Support widget (must be enabled in-app)
- SpryPoint Helpdesk Portal - support.sprypoint.com
- E-mail – support@sprypoint.com
- Phone - 855.TRY.SPRY

Issue reporting shall be available twenty-four (24) hours a day, seven (7) days a week, and 365 days a year.
Before reporting an issue, Client's personnel must collect as much of the following information as possible:

Criteria	Description/Examples
Date and Time	When did the issue start
Product/Function	SpryCIS – Meter Reading
General Description	Describe the issue you are experiencing as well as the expected results
Replication	How to replicate the issue
Severity	Per the severity levels defined in this document
Operating System	iOS, Android, Windows, MacOS
Device	iPad, Chromebook, Microsoft Surface, MacBook
Browser	Chrome, Safari, Edge, Firefox
Screenshots	Screenshots of the error will help with troubleshooting

Support requests are submitted to report issues. SpryPoint's Customer Success Team will address tickets according to the Severity Level. The SpryPoint team will determine the cause of the issue and begin the process for correction and/or remediation. Some possible causes of an issue to be reported are:

Bug – an error, flaw, or fault in the application that causes an incorrect or unexpected result or behavior.

Configuration Request – a change or update to the behavior of an application through a setting in the user interface.

New Feature Request – an update to the application to provide new functionality or a new feature.

Training Issue/Question – Client does not understand how or why something is behaving the way it is or needs to understand options to change the base behavior.

Performance/Service Issue – generally a high priority, high severity item that includes outages, downtime, and other issues affecting the usability of SpryPoint applications.

4.3. Issue Prioritization, Definitions, Responsible Parties, and Targets

Severity Level	Example	Response Target	Resolution Target	Update Frequency
1 Urgent	Client's business is not operational due to significant performance issues or outage, creating a substantial impact financially or by the number of customers affected. Critical business function(s) cannot be performed and/or a key component is unavailable or is non-functional. There is no immediate work around. Urgent issues have top priority until resolved Examples of Severity 1 issues include: • System is unavailable (outage) • Unable to perform a key function such as calculation of bills or billing process • A key function is malfunctioning, creating a severe financial/customer impact • Any event that impacts more than 20% of the customer base • Severity Level 1 issues are subject to an Issue Post-mortem by SpryPoint	1 hour	4 hours	1 hour
2 Critical	Client's business is operational but the ability to perform business functions is severely impacted, A critical business function or functions are partially operational or operating by use of a workaround only sustainable for a short period of time.	2 hours	16 hours	4 hours

Severity Level	Example	Response Target	Resolution Target	Update Frequency
	A critical business function or functions is operating at limited capacity or has a defect which creates errors or atypical results to customer records, transactions, or financials. Examples of Severity 2 issues include: • 10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly • Response times on transactions or screens are 3 times the normal response times (response times must be tracked at go-live for benchmark) • Processes take 3 times as long to complete or error out (response times must be tracked at go-live for benchmark)			
3 Restricted Use	The service is experiencing an issue that can be worked around but is impacting client's efficient use of the service. The business is operational but with reduced efficiency. Examples of Severity 3 issues include: • Single account issue • Business function has a slight restriction of function of non-critical nature • A work around is required to maintain normal operations • Non-performance impacting defect	4 hours	160 hours	40 hours
4 Not Urgent	The service is fully functional but may contain a cosmetic flaw, or misspelling. There is no operational, financial, or customer impact. Examples of Severity 4 issues include: • A button is out of alignment on the user interface • Question regarding configuration or functionality • General inquiries	8 hours	200 hours	Upon resolution
5	Enhancement request	16 hours	As defined in "Quote Process" section 3.3	As defined in "Quote Process" section 3.3

4.4. Triage

Based on the severity level of the support request, Client can expect a response from the SpryPoint Customer Success Team as indicated in the table above.
During this initial contact, the team has several objectives:

1. Confirm and/or clarify our understanding of the support request. Adjust reported severity level if necessary.
2. Document the use case where the issue occurs.
3. Establish a resolution plan and provide an estimated resolution time if possible.
4. If an estimated resolution time cannot be provided during the initial contact, Client will be provided with an estimate on the timeframe.
5. If the support request is Level 5 (enhancement request), Client will be contacted to discuss the use case and scope of the enhancement. An enhancement specification and quotation will be delivered.

4.5. Resolution

Issue Resolution indicates that the issue has been addressed and resolved, pending confirmation from Client's power user. If for any reason Client is not satisfied with the resolution, Client may request the issue to be re-opened.

4.6. Service Maintenance

The primary contact for the ongoing maintenance and support of the application is SpryPoint's Customer Success team. Although rare, SpryPoint may, at its discretion, schedule a system maintenance window, during which time normal production services may not be available. Planned system maintenance windows are mutually agreed upon with the Client. Whenever possible, SpryPoint will plan Scheduled Maintenance to coincide with Client's IT system maintenance windows and outside the hours of 7:00 a.m. and 5:00 p.m. Eastern Standard Time.

There may be some instances where updates are required immediately or within a short timeframe to maintain the integrity or functionality of SpryPoint applications. In such cases, SpryPoint will notify Client's designated contact of unplanned system maintenance and work with Client to deploy the necessary changes during the earliest, mutually favorable time. SpryPoint will promptly notify Client's designated contact of any downtime and provide confirmation once full functionality is restored.

In extraordinary circumstances, it may be necessary to take the system offline or otherwise prevent access to applications. This would be the result of an exceptional situation (i.e., a zero-day vulnerability) where SpryPoint would take preventive action to mitigate any potential adverse impact to our clients.

4.7. Device and Operating System Support

- SpryPoint shall use commercially reasonable efforts to identify a root cause and provide technical solutions therein for any reported bugs, defects, issues, etc., provided that the Software or Services are not otherwise impaired at the start of the then-current Service Term and has been properly maintained by Client in accordance with SpryPoint's policies. SpryPoint is not required to support its applications in the following circumstances: hardware that is no longer supported by its manufacturer. (e.g., iPhone 3G, Samsung Galaxy S Captivate)
- Operating systems or versions of operating systems which are no longer supported or updated by their authors (e.g., Apple, Google, Microsoft, etc.).
- Errors that are a result of product misuse, negligence, or improper utilization of any or all part of the Software or Services.
- Issues that are a result of electrical failure, internet connections problems, and all data issues deemed to be under Client's exclusive control and responsibility including but not limited to: data input and output are outside the scope of this service level agreement.

Maintenance for unsupported operating systems and/or hardware may be available to clients at an additional charge.

4.8. Issue port-mortem process

The issue post-mortem process at SpryPoint includes the following:

Action	Objective
Summary of what happened	• Which services and customers were affected? • How long and severe was the issue? • Who was involved in the response? • How was the issue resolved?
Root cause analysis	• What were the origins of failure? • Why do we think this happened?
Steps taken to diagnose, assess, and resolve	• What actions were taken? • Which were effective? • Which were detrimental?
Timeline of significant activity	Centralize key activities from monitoring tools, ticket management, issue details as well as internal and external communications.
Learning and next steps	• What went well? • What did not go well? • How do we prevent this issue from happening again?
Summarize findings	Circulate summary to affected clients upon request.

4.9. Support Hours

After-hours, on-call support is available when requested. This provides extra support when migrating, updating, or upgrading integrated line of business applications. After-hours, on-call support rates will be in accordance with the current Rate Card (Section 3.3).

4.10. Holidays

Response to requests other than Severity Level 1 may be delayed up to 24 hours during mutual holidays observed by SpryPoint and Client as outlined below:

Holiday	Date (on or around)
New Year's Day*	January 1
Labour Day	First Monday in September
Christmas Day*	December 25

*If holiday falls on a weekend, it will be observed the following Monday.

5. Service Level Agreements

Service Level Agreements (SLAs) provide clarity around the commitments to deliver the Service and set expectations for both parties relative to the Client's business and the impact/role of the Service within the Client's business.

5.1. Exclusions, Exceptions and Limitations

This does not apply to any Service performance issues caused by factors; (i) outside of SpryPoint's reasonable control, including any force majeure event or Internet access or related issues beyond the demarcation point of SpryPoint; (ii) that result from Client's equipment software or other technology such as metering technology, payment and data processing services, networking technology and/or third-party equipment, software, integration services or other technology (other than third party equipment within our direct control); (iii) that result from any scheduled maintenance as provided for pursuant to this Agreement; or (iv) arising from SpryPoint's suspension and termination of Client's right to use Software.

5.2. Service Availability

SpryPoint will use commercially reasonable efforts to make our Services available with an uptime percentage of at least 99.5% within a given calendar month.

5.3. Service Credits

In the event of a failure by SpryPoint to meet the Service Availability and Issue Resolution Targets as defined in this SLA, as the Client's sole and exclusive remedy, at Client's request, SpryPoint will provide Service Credits in accordance with the following:

1. First month of missed service availability or issue resolution target, SpryPoint and Client will meet to discuss possible corrective actions
2. Second consecutive month: 10% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
3. Third consecutive month: 20% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
4. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month of the affected SpryPoint application

5. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
6. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
7. More than six consecutive months: Within thirty (30) days of such failure Client shall have the option to terminate the entire Agreement and upon termination Client shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination becomes effective
8. Service Credits shall be deducted from subsequent invoices for Subscription Fees, or upon the termination or expiration of the Agreement the Service Credits would be paid directly to the Client.

   SpryPoint will apply each valid Service Credit to the Client's Core & Main LP account as a refund after SpryPoint's receipt of Customer's request and confirmation of the failure to meet the applicable service level.

6. Periodic Service Reviews

6.1. Periodic Review of Open Tickets and Outstanding Issues

Such reviews are offered by SpryPoint upon client request and may be held either monthly or quarterly as agreed by both parties. Upon Client's request the SpryPoint assigned Customer Success Manager will coordinate these reviews. Reviews are led by a member of the SpryPoint Customer Success Team and commonly include:

- Discussion and review of open or recently closed tickets
- Discussion and review of recent or forthcoming product releases

6.2. Periodic Review of Service Level Agreement Performance

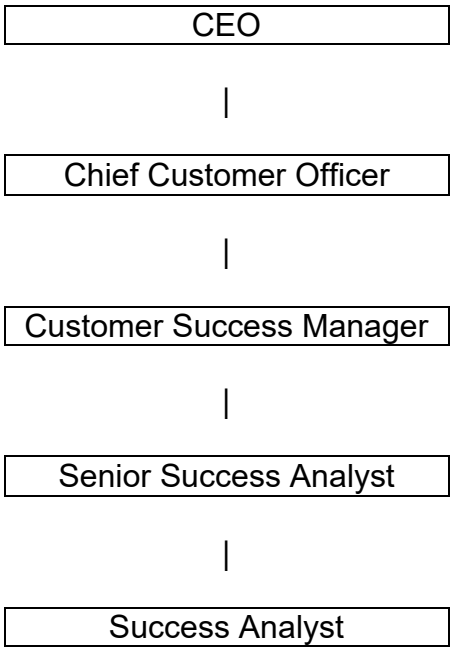
Such reviews will be held annually (or on a periodic basis as agreed by both parties). Either party may request the review. The review will be led by the Manager of Customer Success and shall include:

- Discussion and resolution of any issues that may arise under an SLA
- Service delivery since last review
- Major deviations from service targets
- Negotiate proposed changes to the SLA
- Resolve concerns about service delivery
- Discuss any staffing changes for SpryPoint or Client

The review mechanism shall include an escalation procedure under which any unresolved issues are escalated for immediate resolution. Disagreements shall initially be handled by means of the following escalation provision.

6.3. Escalation

In the unlikely event that a customer needs to escalate an issue beyond the Customer Success Analyst in charge, the following is the path of that escalation:



If the Client is unable to get appropriate support from the assigned support analyst or senior support analyst, the client may escalate first to Shelley MacLeod, Manager of Customer Success and then to Chris Scalia, Chief Customer Officer.

Contact information for the Customer Success Management Team:

Shelley MacLeod
Customer Success Manager
Successsmacleod@sprypoint.com
Office: 902.510.1770
Mobile: 902.213.0950

Chris Scalia, CCO
Chief Customer Officer
cscalia@sprypoint.com
Office: (877) 879-7779 ext. 897
Mobile: (617) 290-7170

Any changes to this escalation process or names and contact information for responsible parties due to position reassignments or terminations will be communicated to Mount Dora and C&M promptly.

7. Release Management

We provide application releases on a two-week interval.

The Customer Success Team works with the Product Management team to create and distribute Release Notes to our clients. Our releases typically include new features and functionality as well as bug fixes.

Product Releases:

- Release Notes are sent to the primary contacts in the organization. However, anyone can be added to the distribution list by notifying the SpryPoint assigned Customer Success Manager.
- Release Notes will be provided before deployment to your production environment.
- Releases are deployed after standard business hours and live in the system the next business day.
- New features and functions are disabled by default when deployed.
- Customer Success is available to assist your team in determining if enabling a new feature is right for your organization.

Exhibit B
Data Processing Exhibit

This Data Processing Exhibit ("DPE") is entered into per the Client Subscription Agreement **("Agreement")** between SpryPoint Services, Inc., hereinafter **("SpryPoint")** and the Party identified as the "Client" in the Agreement, where Client is using SpryPoint's Software and Services. This DPE reflects the Parties' agreement with regards to the applicable Privacy/Data Protection Laws and governs the data processing related obligations of SpryPoint and Client for any applicable Subscription or Statement of Work involving the processing of Client's Personal Information. In the event of any inconsistency or conflict between this DPE and the Agreement, the terms and conditions of the DPE shall prevail. In delivering the Software or Services under the Agreement, SpryPoint may Process Personal Information/ Personally Identifiable Information as a Data Processor on behalf of Client, which is the data controller. It is hereby agreed as follows:

Definitions

Unless otherwise defined below, all capitalized terms have the meaning given to them in the applicable Agreement and/or exhibits thereto.

"Covered Data" means (i) Client Data, (ii) Technical Services Data, and (iii) any other electronic data or information submitted by or on behalf of Client to a Covered Service.

"Covered Service" means (i) any Service provided that specifically refers to this DPE, and/or, (ii) any Technical Services.

"Data Controller" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personally Identifiable Information.

"Data Processor" means the entity which Processes Personally Identifiable Information on behalf of the Data Controller.

"Data Protection Laws" means all data protection laws applicable to the Processing of Personally Identifiable Information under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations in the jurisdiction in which Client is using SpryPoint Services.

"Data Subject" means the person to whom the Personally Identifiable Information relates.

"Personally Identifiable Information means any Covered Data that relates to an identified or identifiable natural person.

"Personal Data Breach" means (i) a 'personal data breach' or (ii) any Security Breach affecting Personally Identifiable Information.

"Processing" or **"Process"** means any operation or set of operations performed on Personally Identifiable Information or sets of Personally Identifiable Information, such as collecting, recording,

organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

"Subprocessor" means a SpryPoint Affiliate or third-party entity engaged by SpryPoint or a SpryPoint Affiliate as a Data Processor under this DPE.

"Subprocessor List" means the subprocessor list identifying the Subprocessors that are authorized to Process Personally Identifiable Information for the relevant Covered Service.

1. **Subject and Scope**

1.1. **Scope and Role of the Parties.** This DPE applies to the Processing of Personally Identifiable Information by SpryPoint to provide the Covered Service. For the purposes of this DPE, Client and its Affiliates are the Data Controller(s) and SpryPoint is the Data Processor. SpryPoint shall Process Personal Information/ Personally Identifiable Information under the Agreement(s) only as a processor acting on behalf of Client where Client is the Data Controller, SpryPoint agrees that it will Process Personal Information/ Personally Identifiable Information for the sole purpose of providing the Services as described in the Agreement(s).

1.2. **Purpose.** Client discloses Personal Information/ Personally Identifiable Information to SpryPoint solely for: (i) a valid business purpose; and (ii) SpryPoint to perform the Services.

1.3. **Instructions for Processing.** SpryPoint shall Process Personally Identifiable Information in accordance with Client's documented instructions. Client instructs SpryPoint to Process Personally Identifiable Information to provide the Covered Service in accordance with the Agreement (including this DPE). Client may provide additional instructions to SpryPoint to Process Personally Identifiable Information, however SpryPoint shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.

1.4. **Prohibitions.** SpryPoint is prohibited from: (i) selling Personal Information/ Personally Identifiable Information; (ii) retaining, using, or disclosing Personal Information/ Personally Identifiable Information for a commercial purpose other than providing the Services; and (iii) retaining, using, or disclosing the Personal Information/ Personally Identifiable Information outside of the Agreement between SpryPoint and Client.

1.5. **Warranty.** Client warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give such instruction.

1.6. **Sole Responsibility.** Client is solely responsible to ensure compliance with any applicable regulatory requirements regarding the collection and Processing of Personal Information/ Personally Identifiable Information.

1.7. **Compliance with Laws.** SpryPoint shall comply with all Data Protection Laws applicable to SpryPoint in its role as a Data Processor Processing Personally Identifiable Information. For the avoidance of doubt, SpryPoint is not responsible for complying with Data Protection Laws applicable to Client or Client's industry such as those not generally applicable to online service providers. Client shall comply with all Data Protection Laws applicable to Client as a Data Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable SpryPoint to carry out lawfully the Processing contemplated by this DPE.

2. Technical, Organizational Measures and Security

2.1. **Security Measures.** SpryPoint implements and maintains appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The parties agree that the security measures are appropriate to protect Personal Information/ Personally Identifiable Information against a Personal Information/ Personally Identifiable Information Security Incident, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of the Personal Information/ Personally Identifiable Information to be protected having regard to the state of the art and the cost of their implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

2.2. **Confidentiality.** SpryPoint shall ensure that any person authorized to Process the Personal Information/ Personally Identifiable Information is subject to a strict duty of confidentiality and that they Process the Personal Information/ Personally Identifiable Information only for the purpose of delivering the Services under the Agreement to Client. Under no circumstances will SpryPoint or their sub-suppliers sell any Client Personally Identifiable Information.

2.3. **SOC 2 Compliance**. Upon request, SpryPoint can provide Client with a copy of its SOC 2 Type I report which attests to the controls at a service organization. SpryPoint is currently undergoing an audit for SOC 2 Type II Compliance. Upon successful completion, at a minimum, SpryPoint agrees to maintain SOC2 Type 2 compliance. SpryPoint may modify its Security Measures from time to time and at any time, provided, however, that it will not materially reduce the level of protection as provided in this DPE.

2.4. **Processing Terms.** At all times that SpryPoint Processes, and/or has access to Personal Information/ Personally Identifiable Information, SpryPoint shall (a) Process such Personal Information/ Personally Identifiable Information only in accordance with Client's documented instructions (b) not Sell (as defined under CCPA) Personal Information/ Personally Identifiable Information (c), or retain, use,

or disclose such Personal Information/ Personally Identifiable Information (i) for any purpose other than for the specific purpose of performing the Services or (ii) outside the direct business relationship between Client and SpryPoint.

2.5. **Acknowledgement.** Acknowledging that Client (and not SpryPoint): (i) controls the nature and contents of Client Data (including any Personal Information/ Personally Identifiable Information therein); and (ii) acts as its own system administrator and controls user access to Client Data (including any Personal Information/ Personally Identifiable Information therein), Client represents and warrants that on the date of this DPE and during the Term:

2.5.1. Personal Information/ Personally Identifiable Information has been and will be collected and Processed by Client in accordance with applicable Privacy/Data Protection Laws;

2.5.2. Client will take all steps necessary to ensure it achieves the foregoing, including without limitation, by providing Data Subjects with appropriate privacy notices, obtaining any required consent, and ensuring that there is a lawful basis for Contracted Processors to Process Personal Information/ Personally Identifiable Information.

3. Subprocessors

All Personal Information / Personally Identifiable Information protection terms in Section 2 shall also apply to any and all SpryPoint subprocessors.

3.1. Use of Subprocessors. Client hereby agrees and provides a general prior authorization that SpryPoint and SpryPoint Affiliates may engage Subprocessors. SpryPoint or the relevant SpryPoint Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. SpryPoint shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by SpryPoint.

3.2. Notification of New Subprocessors. SpryPoint shall make available to Client a Subprocessor List and provide Client with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personally Identifiable Information, SpryPoint shall provide notice to Client by updating the Subprocessor List.

3.3. Approved SpryPoint's Sub-Processors

Sub-Processor	Country	Website	Service Provided

Amazon Web Services	**United States**	aws.amazon.com	Cloud Infrastructure
Freshdesk	**United States**	www.freshworks.com	Customer Service
Heroku	**United States**	www.heroku.com	Cloud Infrasturcture
Twilio	**United States**	www.twilio.com	SMS Delivery Iservice
Twilio Sendgrid	**United States**	www.twilio.com/sendgrid/email-api	Email Delivery Service
Solarwinds Papertrail	**United States**	www.papertrail.com	Log Management Service
Raygun	**United States**	www.raygun.com	Application Management Service

4. Rights of Data Subjects

4.1. Assistance with Data Subject Requests. SpryPoint will, in a manner consistent with the functionality of the Covered Service and SpryPoint's role as a Data Processor, provide reasonable support to Client to enable Client to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").

4.2. Handling of Data Subject Requests. For the avoidance of doubt, Client is responsible for responding to Data Subject Requests. If SpryPoint receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personally Identifiable Information, SpryPoint will promptly forward such request or complaint to Client, provided the Data Subject has given sufficient information for SpryPoint to identify Client.

5. Cooperation

To the extent SpryPoint is required under Privacy/Data Protection Laws, SpryPoint will assist Client to comply with Privacy/Data Protection Laws; in particular (i) SpryPoint will assist Client in responding to any request from a data subject exercising his or her rights under the Privacy/Data Protection Laws; (ii) it will assist Client in responding to any request from regulatory or judicial bodies relating to the Processing of Personal Information/ Personally Identifiable Information under the Agreement(s); (iii) it will promptly notify Client if its Processing of Personal Information/ Personally Identifiable Information is likely to result in a high risk to the privacy rights of data subjects or is unable to comply with Client's instructions for any reason, (iv) and upon reasonable request, will assist Client to carry out data protection impact assessments.

6. SpryPoint Personnel

SpryPoint shall require screening of its personnel who may have access to Personally Identifiable Information and shall require such personnel (i) to Process Personally Identifiable Information in accordance with Client's instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personally Identifiable Information; and (iii) to be subject to confidentiality obligations which shall survive the termination of employment.

7. Personally Identifiable Information Breach

In the event SpryPoint becomes aware of a Personally Identifiable Information Breach it shall without undue delay notify Client in accordance with the Security Breach provisions of the Client Subscription Agreement. To the extent Client requires additional information from SpryPoint to meet its Personally Identifiable Information Breach notification obligations under applicable Data Protection Laws, SpryPoint shall provide reasonable assistance to provide such information to Client taking into account the nature of Processing and the information available to SpryPoint.

8. Security Program

SpryPoint shall implement appropriate technical and organizational measures designed to protect Personally Identifiable Information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personally Identifiable Information as set forth in the Security Exhibit. If SpryPoint becomes aware of a security incident or has a reasonable suspicion of a Personal Information/ Personally Identifiable Information breach in respect of the Personal Information/ Personally Identifiable Information being Processed under the Agreement(s), it will inform Client without undue delay and will provide reasonable information and cooperation to Client so that Client can fulfill any Personal Information/ Personally Identifiable Information Security Incident reporting obligations it may have under the applicable Privacy/Data Protection Laws. SpryPoint will take reasonably necessary measures to remedy and mitigate the effects of the Security Incident as set forth in the Security Exhibit.

9. Audit

SpryPoint completed SOC2 Type I in 2022. SpryPoint will use external auditors to verify the adequacy of its security measures and controls for the Software and Services provided under the Agreement. The resulting audit will: (i) be performed according to AICPA SOC2 standards or such other alternative standards that are substantially equivalent to AICPA SOC2; (ii) be performed by independent third-party security professionals at SpryPoint's selection and expense; and (iii) result in the generation of a SOC 2 Type II report ("Audit Report"), which will be SpryPoint's Confidential Information. The Audit Report can be made available to Client upon written request no more than annually subject to the

confidentiality obligations of the Agreement or a mutually agreed non-disclosure agreement covering the Audit Report. For the avoidance of doubt, each Audit Report will only discuss Software and Services in existence at the time the Audit Report was issued.

Client agrees that, to the extent applicable, SpryPoint's then-current SOC 2 audit reports will be used to satisfy any audit or inspection requests by or on behalf of Client. In the event that Client, a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the Covered Service, SpryPoint will (i) make available to Client on request all information necessary to demonstrate compliance with this DPE, and (ii) allow for and contribute to audits, including inspections, by an auditor mandated by Client in relation to the Processing of the Personal Information/ Personally Identifiable Information by SpryPoint.

10. Return and Deletion of Client Data and Personally Identifiable Information

Upon written request by Client made prior to or upon any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely to allow Client to retrieve Client Data for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). After such Retrieval Period, SpryPoint will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data by deleting Client's Tenant. provided, however, that SpryPoint will not be required to remove copies of the Client Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases SpryPoint will continue to protect the Client Data in accordance with this Agreement. Client Data will be made available in a SpryPoint-supported format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on SpryPoint by Law. Additionally, during the Term of the Agreement, Clients may extract Client Data using SpryPoint's standard web services. Upon termination of the Covered Service, SpryPoint shall return and delete Personally Identifiable Information in accordance with the relevant provisions of the Agreement.

11. General Provisions

11.1. Client Affiliates. Client is responsible for coordinating all communication with SpryPoint on behalf of its Affiliates with regard to this DPE. Client represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

11.2. Termination. The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personally Identifiable Information is deleted from SpryPoint's systems.

11.3. **Conflict.** This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

11.4. **Client Affiliate** Enforcement. Client's Affiliates may enforce the terms of this DPE directly against SpryPoint, subject to the following provisions**:**

11.4.1. Client will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against SpryPoint on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and

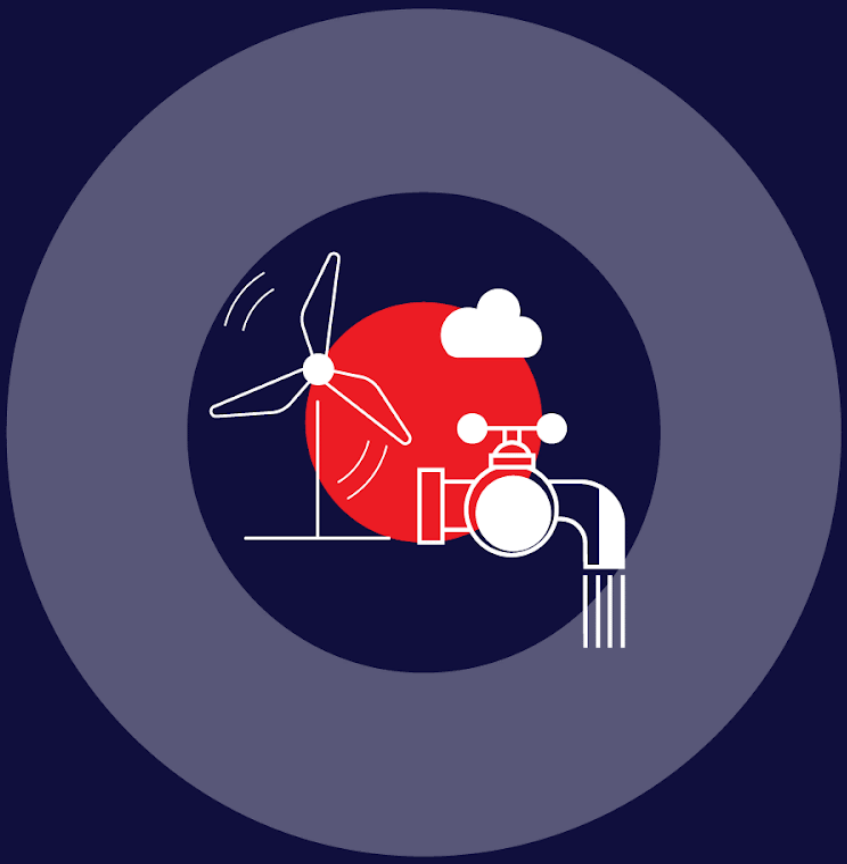
11.4.2. for the purpose of any Affiliate Claim brought directly against SpryPoint by Client on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Client.

11.5. **Remedies.** Client's remedies (including those of its Affiliates) with respect to any breach by SpryPoint or its Affiliates of the terms of this DPE and the overall aggregate liability of SpryPoint and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement (the "**Liability Cap**"). For the avoidance of doubt, the parties intend and agree that the overall aggregate liability of SpryPoint and its Affiliates arising out of, or in connection with the Agreement (including this DPE) shall in no event exceed the Liability Cap.

11.6. **Miscellaneous.** The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.

SpryPoint

SMART SOLUTIONS FOR SMART UTILITIES



Appendix J
Statement of Work

For City of Mount Dora, Fl

January 21, 2026

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Statement of Confidentiality

The contents of this proposal are confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of SpryPoint unless required by governing law.

1. Introduction

This Statement of Work (SOW) is entered into per the Agreement Date by and between SpryPoint Services Inc. (hereinafter "**SpryPoint**"), with principal offices in Charlottetown, PE, Core & Main LP (hereinafter "Contractor") with principal office at 1830 Craig Park Ct., St. Louis, MO 63146, and City of Mount Dora (hereinafter "**Client**") with offices at 501 N. Baker Street, Mount Dora, Florida, United States.

Background Statements:

- **SpryPoint** and Contractor will provide a software solution and services that meets the identified customer engagement and customer experience ("Solution") requirements of **Client**.

- The Solution will utilize the following **SpryPoint** products:

    - SpryEngage – Customer Engagement Portal
    - SpryIDM – Interval Data Management

- **Client** wishes to work together with **SpryPoint** and Contractor for the implementation of the Solution and **SpryPoint** and Contractor agrees to provide such services and/or software as agreed to in the terms provided herein.

- This Statement of Work provides the general detailed terms and provisions that govern the delivery of all services and/or deliverables to **Client** by **SpryPoint and Contractor**.

- In this SOW, technical items will be addressed by the Client in consultation with their AMI Consultant – Quanta Technology. Therefore, all references to "Client" in this document should be assumed to refer to the City of Mount Dora and their consultant Quanta Technology on technical matters.

- Contractor shall provide the following system integrations working in conjunction with Sensus Professional Services. Contractor shall require that Sensus provide a lead resource(s) to support all system integration activities required by the project including but not limited to statement of work, design, development, FSAT testing, and acceptance. The City shall assist the integration efforts by ensuring integrating partners are contracted (for those that have integration responsibilities outside Contractor or Sensus responsibilities) and enabled to perform their work as well as support any project escalations as required. Contractor and Sensus software integration fees are included in this Contract pricing. Any charges from third parties contracted directly by the City for

integration services shall be paid by the City. It must be noted that all integrations must be completed and tested as a part of FSAT before and field deployment occurs. As noted previously, it is contractor's responsibility to ensure ongoing support of any integration is provided via NaaS/SaaS support. Any integration that ceases to function or has degraded performance resulting from a Sensus head end system or other Contractor software upgrade or patch is the responsibility of the Contractor to resolve.

- It should be noted and understood that, while the pilot deployment of water meters is only to ensure functionality, all integration, test board, test plans, etc. must treat this project as preparing to fully mass deploy water meters in the future should the city later decide to do so outside this specific contract scope.

    - **CIS & Billing**

    - Contractor shall provide software integration services that will result in the automatic transfer of the vflex file transfer between the AMI system and the City's existing BS&A billing system, as approved by the City. Fully automatic transfer of billing data is not supported in this process. In all cases, the City's billing operations must continue to operate without disruption.

- **Customer Portal**

    - Contractor will provide software integration services that will result in the automatic transfer of all pertinent data and notifications between AMI system and the SpryPoint Customer Portal system, as approved by the City.

- **Outage Management**

    - The Customer Portal shall have the capability to report outages, validate AMI meter outage information, and receive call-back notifications upon power restoration.

2. Project Guiding Principals

2.1. Guiding Principles

The project will employ the following guiding principles throughout its operation and execution:

1. Standardize and align business operations to Industry best practices where it makes sense.
2. The Project will be based on a 'Solution-Based' approach rather than a 'System-based' approach focusing on high value processes and driving efficiencies.
3. The **Client** will empower designated Project team members knowledgeable on current state of operations to make decisions that will bind the **Client** in future state business process operations. These designated team members will be represented in each workshop.
4. Leverage base application capabilities as much as possible and minimize **Client** specific customizations.
5. **Contractor, SpryPoint,** and the **Client** will operate as a unified team and partners in the execution of the Project.
6. There will be a focus and commitment to organizational change management and staff preparation and readiness throughout the Project.
7. Transparency of Project status and readiness will not be compromised regardless of desired outcome.
8. **Contractor** will lead the project and keep consistent communication and transparency in the progress tracking of the project as outlined in the Project Governance Section of this document.

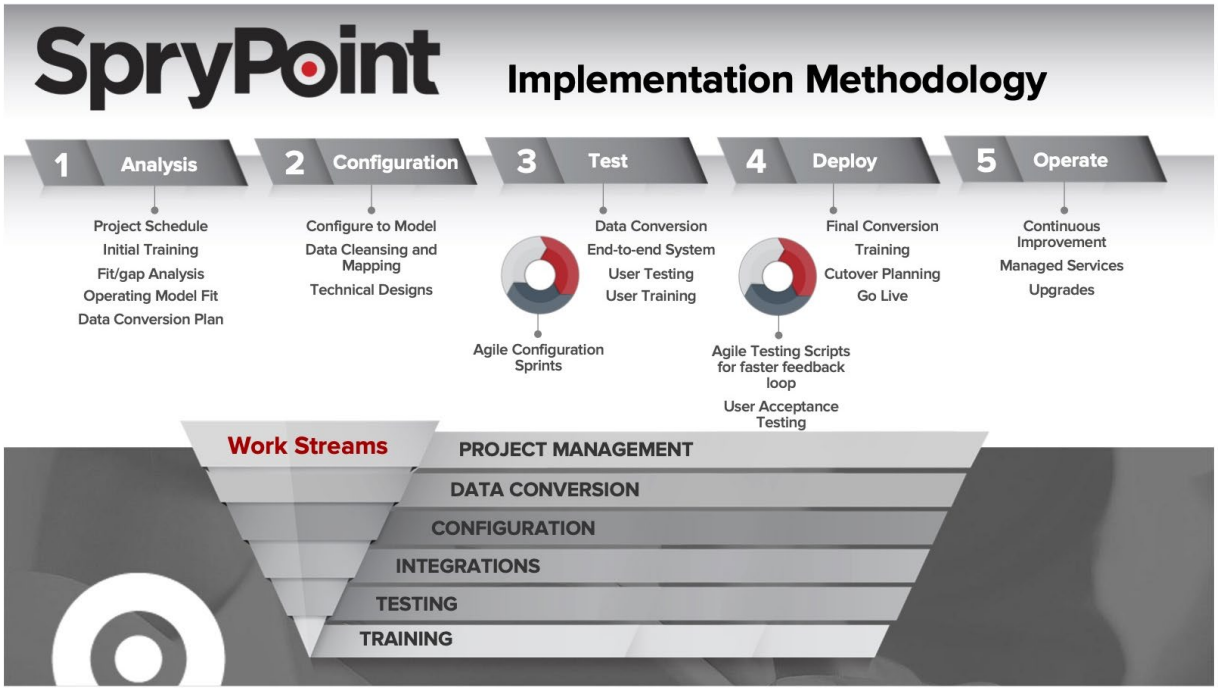
3. Scope of Work

3.1. Overall Project Approach

Contractor shall use its implementation methodology, to deliver the **SpryPoint** Service, while reporting and delivering to the **Client** the requested deliverables and service levels in this SOW. **SpryPoint** will use its hybrid approach that brings together the best of the traditional waterfall methodology and combined it with the best elements of the agile methodology. This methodology encompasses Project Management tasks, Pre-project tasks, and five (5) phases, as follows:

- Analysis
- Configure
- Test
- Deploy
- Operate

The Project scope assumes all **SpryPoint** Products will go live at the same time. If it is determined during implementation to split up the go live of one or multiple products, the change order process will be engaged to outline any project impacts.



3.2. Project Initiation

Project Initiation describes the collaboration between the **Contractor**, **Client** and **SpryPoint** to begin the project. Contractor and **SpryPoint** cannot start customer portal implementation until the AMI contract first amendment, SOW, and Client Service Agreement have been fully executed.

Upon execution of the AMI contract first amendment, SOW, and Client Service Agreement , **Contractor** will initiate the project, and start preparation and mobilization of its resources in accordance with the requirements defined in this SOW.

3.3. Project Initiation – Deliverables, Roles & Responsibilities

For this implementation to be successful, there are various levels of engagement that are required by team members on both the Contractor, **Client,** and **SpryPoint** teams. The RACI charts are designed to demonstrate who needs to perform work on each project deliverable. The following key will be used for each RACI to explain the level of engagement required.

R= Responsible – Assigned to complete the task/this resource will have work to do;

A = Accountable – Has final decision-making authority and accountability for completion; this resource will ensure the work gets done. They may or may not be doing work but will need to make sure the work gets done;

C = Consulted – Provides input into a task and/or consulted before a decision or action;

I = Informed – Must be informed after a decision or action

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			Contractor &SpryPoint				Client			
1.	Mobilize Project Team	Identify and assign team members and introduce teams	A	R	I					
2.	Mobilize Client Project Team	Identify and assign team members and introduce teams				A	R	I		I
3.	Pre-Project Kickoff	Initial Project Managers Meeting to introduce people outline next steps, schedule meetings, and start project work	A		I	R				I

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			Contractor &SpryPoint				Client			
4.	Prepare project infrastructure	Send welcome information, setup shared drives and access	A			R				
5.	Initial Project Schedule	Update project plan that will be used as baseline for project	R			A				
6.	Project Kickoff	Formal meeting to kick off the Project. This includes the following activities: ▪ Meeting agenda ▪ Meeting presentation	A	R	R	C	C	I	I	I
7.	Environment Setup	Provision environments and provide access for core team	A	R		R	R			
8.	Verify environments	Confirm list of initial access and confirm users can log in.	C	R		A	C			
9.	Analysis Workshop Schedule complete	The creation of the workshop schedule and invites sent.	A	C		R	C			

R= Responsible – Assigned to complete the task/ this resource will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this resource will ensure the work gets done. They may or may not be doing work but will need to make sure the work gets done; C = Consulted – Provides input into a task and/or consulted before a decision or action; I = Informed – Must be informed after a decision or action

3.4. Analysis

The purpose of the Analysis phase is to gather the specific information needed to complete configuration of the **SpryPoint** Products. This phase is also used to clarify any business requirements and processes and/or identify any gaps that may exist.

3.4.1. Analysis - Workshops

A **SpryPoint** team member will lead workshops involving appropriate **SpryPoint** project resources, and **Client** business process experts to create a Discovery Report. These workshops and the resulting documentation will work to define the future business processes and identify any gaps between the future business processes and **SpryPoint** Functionality.

Contractor, SpryPoint, and **Client** will jointly identify and document the business processes. **SpryPoint** will provide draft copies of the Discovery Report and other documentation on an agreed upon timeframe for review by **Client** to ensure accuracy of the information gathered.
Prior to the workshops Contractor and **SpryPoint** will:

- Develop Workshop schedule/agenda with input from the **Client**.
- Prior to interviews, **SpryPoint** staff will familiarize themselves with the **Client's** legacy system using available material provided by the **Client**, personal interviews, and other such information as needed.

During this activity SpryPoint will:

- Conduct workshops to discuss possible organizational changes that may result from implementing the new system, and how to manage them.
- Conduct individual or group interviews to confirm current business processes, review standard configuration of the **SpryPoint** Service in relation to these processes, recommend process changes based on the best practices with the **SpryPoint** Product(s), and identify enhancements or configuration changes that are needed, or that could be mitigated by the adoption of recommended business practice changes.
    - Login/Authentication
    - Customer Self-Service
    - Customer Dashboard Presentation
    - Consumption Presentation
    - Bill Presentation
    - Alerts
    - Forms Management & Workflow
    - Guest Access
    - System Administration & Configuration

Additional Workshops:

Integration – discuss requirements for any integrations included in the scope of the project. In scope integrations can be found in the Integrations section of this document

Note: other workshop sessions may be identified and required to ensure all business needs are being met.

3.4.2. Analysis – Planning Documents

During the Analysis Phase there are several documents that are created. To create these documents SpryPoint will meet with the appropriate **Client** resources

- **Design Specification** – Sprypoint shall lead the customer portal related content creation of the Contractor's System Design Specification as part of the project integration effort

- **Test Plan** – A document that outlines the strategy for testing. SpryEngage and SpryIDM test plan documents will be incorporated into Contractor's FSAT and SAT test plans.

- **Training Matrix** –. This includes a training matrix that can be used to plan end user training for the various user roles and courses. The **Client** will be responsible to match training needs to individual end users. Contractor shall provide training to the City personnel on System operations and troubleshooting which includes interaction between the endpoints and network devices, network devices and the AMI head end, and interaction between the AMI head-end and other system components such as Sensus Analytics, and customer portal.

3.4.3. Analysis – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			Contractor & SpryPoint				Client			
1.	System Familiarization	A product overview session(s) that are designed to provide the client with a look at how the SpryPoint product(s) work before the analysis workshops	R	A		C	A			
2.	Workshop Questionnaires	Document(s) with questions that will need to be answered by the core team and are used as part of the discovery workshop sessions. Note: The SpryPoint PM may determine these are not required for the project	C	A		R	R			
3.	Topic Specific Workshops	Workshop(s) will be completed to discuss the requirements in each area and identify any gaps. An agenda will be provided for each workshop.	R	A		C	R			
4.	Discovery Report	A document that outlines the information gathered during the discovery. This document will outline any gaps identified during the workshops	R	A		C	C			I

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			Contractor & SpryPoint				Client			
5.	Discovery Report Updates	Updates to the Discovery Report with any changes/feedback from client	R	A		C	R			
6.	Discovery Report Review & Approval	This deliverable is the time required to for the client to review the Discovery Report and provide feedback and/or approve the document	C	C		A	R			
7.	Test Plan	A document that outlines the testing strategy for the client's implementation	A	R		C	C			
8.	Training Plan	A document that outlines the strategy for training	A	R		C	C			
9.	Security Plan and Baseline Roles (out of box)	A document(s) that outlines the security and the out of the box security roles.	A	R		C	C			
10.	Security Plan Role Assignment	Updates to the document matching users to security roles	C	C		R	A			

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3.5. Configuration

The configure stage is the period in the project where the project teams work to complete the initial "setup" of the SpryPoint product(s) to meet the specific business process requirements of the **Client** as defined in the Analysis document.

3.5.1. Configuration – Configuration Workbook & Workshops

To document and track the configuration, **SpryPoint** uses a configuration workbook. To populate the configuration workbook an agreed upon schedule of Configuration meetings are scheduled. While **SpryPoint** is accountable for maintaining the workbook, the **Client** will be asked to be responsible to provide updates and input into the workbook. The purpose of the configuration workbook is as follows:

- Provide a checklist of all required configuration
- Document configuration settings
- Show where configuration have been completed (i.e. Production Environment or Staging Environment)

At this point in the project this will be referred to as the initial configuration. As **SpryPoint** works with the **Client** through the testing activities, changes to configuration may be required. **SpryPoint** will be responsible to ensure the configuration is updated with these changes.

3.5.2. Configuration – Integrations

During the configuration stage requirements documents will be created for each interface, and enhancement that are included in this scope of work. These documents will include more detailed information on the interface, or enhancement. The document(s) will be provided to the **Client** to review, provide feedback, and sign off on. Once the specification is signed off on then it will be scheduled with the development team for completion. Also, during this process each identified interface, and/or enhancement will be identified as required for Go-live or not. This information will be used to help prioritize the delivery of this work.

3.5.2.1. Interfaces

During the contracting process in scope interfaces were identified and a high-level description of the functionally has been outlined in this document. To see a complete list of Interfaces and their description included in the scope of the project, see section 4.1 below.

Note: If interfaces not listed in this document are identified or requested, they will be deemed out of scope and the change order process will be initiated.

3.5.3. Configuration – KPI Dashboard

During configuration SpryPoint will configure the following KPIs in a dashboard:

- Total customers
- Number of active contacts
- Total auto-pays
- Total paperless billing
- How many contacts signed up for paperless billing this week
- List of activated contacts (running list)

3.5.4. Configuration – Bill Presentment

SpryEngage will show the client's bill statement on each account. However, for this to occur it is the responsibility of the **Client** to provide **SpryPoint** the current bill statement in a pdf format so that it may be loaded into SpryEngage.

3.5.5. Configuration – SpryIDM

Configure SpryIDM to support the display and analysis of AMI meter data within SpryEngage.

3.5.6. Configuration – Security & Roles

Based on the security plan, the **Client** will be responsible to assign security roles to users. The **Client** can either use the out of the box security roles or they can create their own. When new functionality is released, **SpryPoint** is responsible to update the out of the box security roles only. If the **Client** has created their own custom security roles, they will be responsible to update any security related to new features into these roles.

3.5.7. Configuration – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			Contractor & SpryPoint				Client			
1.	Configuration Workshops	Workshops that are held on an agreed upon schedule to determine the initial configuration requirements	R	A		C	R			
2.	Configuration Workbook Completed	The configuration workbook is filled out for the initial round of configuration	R	A		I	R			
3.	System Configuration(s)	The process to complete configuration in environments	R	A		C	R			
4.	Integration Requirements Document(s)	For any in scope interfaces, this document validates the interface business requirements. One document will be created for each identified integration.	A	R		C	R			
5.	Dashboards	Build/Configure Dashboard	R	A		C	R			
6.	Security Configuration	The process of assigning users to security roles		C		A	R			
7.	System Ready for Testing	Initial system configuration completed and system ready for testing	A	R		R	R			

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3.6. Test

The Test phase's primary focus is on testing and training. The key to mitigating risk and gain user confidence in the new business processes. This completed through Contractor and **SpryPoint**'s systematic and thorough testing and training. Contractor and **SpryPoint**'s iterative testing methodology adds a layer of thoroughness at each step, building on the success of the previous steps.

Contractor shall incorporate SpryEngage and SpryIDM test documentation into the project's overall FSAT and SAT test plans. The Contractor will submit an FSAT test plan to allow the City to verify the functionality defined in the project specification inclusive of integrations to the City systems as specified. The City shall have the right to review this plan and require changes before approving it for use.

Contractor will submit a final SAT plan to allow the City to verify the functionality defined in the project specification inclusive of integrations to the City systems as specified with the majority of field meters deployed.

SAT testing will be conducted when 95% or more of meters and field devices are deployed and shall confirm operational readiness of the system and resolution of any outstanding issues from the initial testing. The City shall have the right to review this plan and require changes before approving it for use.

It is important to note that FSAT and SAT are separate tests with FSAT occurring prior to any field deployment and SAT occurring at 95% deployment completion.

3.6.1. Test – Test Scripts

A test case is a document that outlines an element or scenario to be completed during a specific test cycle (feature, function, interface, etc.). Each test case must meet the following requirements:

- Uniquely numbered and named.
- Identifies the functional/business domain recommended to be tested.
- Describes the testing purpose.
- Specifies the environment to be used.
- Outlines any dependencies.
- Reviewed and approved by client

SpryPoint will provide test scripts based on the standard business processes and Contractor portal commitments included in the master contract.

3.6.2. Test – Functional Testing

The main purpose of the Functional Testing step is to establish that decisions made during the configuration phase of the project will be in line with **Client**'s business requirements. Functional Testing utilizes scenarios based on industry best practice. To facilitate functional testing, Contractor, **SpryPoint,** and **Client** will test scenarios as broken into two categories:

- **Primary Scenarios -** These scenarios involve functionality relating to the core business processes and are the most common end-user, customer and back-end functionality.
- **Secondary Scenarios -** These scenarios involve testing a broader spectrum of functionality designed to test unique, Client-specific functionality and infrequent or less common processes.

3.6.3. Test – User Acceptance Testing

User Acceptance Testing cannot be deemed completed or accepted until all objects including but not limited to configuration, data migration, KPI dashboard, modifications, interfaces, business processes and user security deemed as required for Go-live. As noted elsewhere, C&M is responsible to ensure all aspects of testing in this SOW are well coordinated with and included in the overall FSAT. SpryEngage and SpryIDM test plan documents will be incorporated into Contractor's FSAT and SAT test plans.

Note: In some cases, there may be a reason why an item may not be available during user acceptance testing. If this occurs this item(s) needs to be documented and agreed with **Client** with a plan for to validate the item(s).

During User Acceptance Testing Contractor and **SpryPoint** will be accountable to complete any required testing in close coordination with **Client**

Contractor and client's identified testers will complete the test cases as defined in the approved test script list and agree to complete testing to meet the parameters defined in the test plan.

If the customer portal components of the FSAT and SAT tests fail, Contractor & **SpryPoint** resources will work with the **Client** to fix the issues. Once **SpryPoint** has deemed the issue fixed, Contractor and **Client** will be required to retest.

3.6.4. Test – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			Contractor and SpryPoint				Client			
1.	Provide Test Scripts	Provide out of box test scripts based on standard business processes	A	R		C	C			
2.	Update Test Scripts	Activities required to update out of box test scripts to match **Client**'s future state and edge cases	C	C		A	R			
3.	Execute Integration Testing	Activities required to complete a round of integration testing	A	R		R	R			
4.	Integration Testing – Issue Resolution	Correction of issues found during bill presentation. This could be in the form of changes to configuration, training for client, development, etc.	A	R		R	R			
5.	Integration Testing Signoff	A sign off provided by the client that represents acknowledgment that the client has review the testing results and approves the results of the testing round	C	C		A	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			Contractor and SpryPoint				Client			
6.	Execute Functional Testing	Activities required to complete a round of functional testing	A	R		R	R			
7.	Functional Testing – Issue Resolution	This could be in the form of changes to configuration, training for client, development, etc.	A	R		R	R			
8.	Functional Testing Signoff	A sign off provided by the client that represents acknowledgment that the client has review the testing results and approves the results of the testing round	C	C		A	R			
9.	Execute User Acceptance Testing	Final testing performed by the client Key Users and any identified testers prior to system sign-off. Security, Modifications and Dashboard testing will be performed as part of UAT.	R	R		A	R	R		
10.	User Acceptance Testing – Issue Resolution	This could be in the form of changes to configuration, training for client, development, etc.	A	R		C	C	R		
11.	User Acceptance	A sign off provided by the client that represents acknowledgment that the client	C	C		A	R	R		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			Contractor and SpryPoint				Client			
	Testing Signoff	has completed FSAT user acceptance testing and approves the results of the testing								

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3.7. Deploy

The Deploy phase is the point at which Contractor, **Client,** and **SpryPoint** decide whether all critical pieces are in place to turn the system over to production. This phase includes a production readiness evaluation, cutover planning, and remaining end user training.

Contractor, SpryPoint, and **Client** will develop a Cutover Plan prior to the proposed Go-live date. Contractor, **SpryPoint,** and **Client** will stage all aspects of the system in preparation for production cutover.

The Production Readiness phase focuses on four critical areas:

1. **Application Readiness**. Is the application tested and ready for production? This includes modifications, interfaces, and the KPI dashboard needed to run in full operations.
2. **Data Readiness**. Is the data conversion ready for operations? Have all data cleansing issues been resolved or planned for during the cutover period?
3. **Process Readiness**. Have the business processes been reviewed? Have all business process-reengineering tasks been completed and made ready for operations?
4. **Resource Readiness**. Are all the end-users trained? Is **Client's** staff trained to deal with problem-solving during the business cycle?

3.7.1. Deploy – Prerequisites

To cutover to production the following criteria must be met:

- User Acceptance Testing as well as overall FSAT testing must be completed and signed off
- All issues marked as required for Go-live must be completed and signed off
- All integrations marked as required for Go-live must be completed, tested, and signed off
- Required training is completed and signed off on

Note: the above list is the standard agreement, however, in some cases there may be item(s) that may not be accomplished until Go-live. Any desired exceptions to this list need to be documented with a plan outlined and relevant details and mutually agreed upon by both parties.

3.7.2. Deploy – Go-live Cutover Plan

Contractor and SpryPoint will develop a Go-live Cutover Plan which outlines all issues pertaining to the achievement of operational stability. The plan is based on

experiences gathered from other **SpryPoint** production cutovers, an on-going evaluation of best practices in the industry, and specific issues that arose during the configuration and testing of the software for **Client**.

3.7.3. Go/No Go Decision

This is a critical decision point in the project, where the state of the project is reviewed against the Deploy Prerequisite to determine the readiness for to Go-live. This step should occur approximately 30 days before Go-live. If the **Client** has specific needs that more than 30 days' notice is required, this decision point should occur further out than 30 days before.

This process occurs in two steps:

Step 1 – SpryPoint Internal Go/No Go Decision

This is an internal meeting with the **SpryPoint** Project Team, **SpryPoint** Executive Sponsor and other **SpryPoint** Stakeholders to discuss the project and evaluate Go-live readiness. If this meeting results in a Go Decision a Client Go/No Go meeting is scheduled. In the event a No results from this meeting a meeting will be scheduled with the **Client's** Executive Sponsor and Key Stakeholder to discuss the concerns and established action plan.

Step 2 – SpryPoint/Client Go/No Go Decision

When a Go Decision results for the **SpryPoint** Internal meeting, the project status, risk, cutover plan is discussed with the **Client's** Project Team, Executive Sponsor and any Key Stakeholders. If the **Client** makes a go decision, plans for the cutover are finalized. If the **Client** makes a no-go decision **SpryPoint** and the **Client** will work together to determine if the change is in or out of scope, and the appropriate actions will be taken to resolve the issues/concerns.

All Go/No Go discussions will include Contractor and will be consistent with agreements that FSAT testing is complete.

3.7.4. Deploy – End User Training Material

Contractor and SpryPoint will provide end to end system training. As part training, **SpryPoint** will provide the **Client** copies of the training presentations. During the training activities will be completed to help reinforce key concepts. Training material used during training will be localized to use client data for hands on exercises. For any **Client** specific customization or configuration, training material will be updated to include the client's specific customization's and/or or configuration.

3.7.5. Deploy – End User Training

The end-user training will be performed by Contractor and **SpryPoint** staff, with the assistance of one or more **Client** core team members. The **SpryPoint** instructor will supply the detailed knowledge of the applications being taught, and the **Client** functional resource will bring the detailed knowledge of **Client** processes to the classroom. The **SpryPoint** instructor will lead the instruction with the **Client** resource attending to clarify any process or procedure questions specific to their environment.

While **SpryPoint** will make every effort to complete end user training as close to Go-live as possible, there may still be a period between training and Go-live. As a result, the **Client** agrees to establish a practice environment and a schedule where trained users are schedule and required to spend time practicing what they have been trained on.

3.7.6. Deploy – Go-live

This phase includes the system shutdown time when the cutover to production occurs. Most of this work is performed when the office is closed. During this time, the final data conversion is completed, and all other steps as identified in the cutover plan are completed, and validation is performed to ensure everything is in place to open the office.

3.7.7. Deploy - Deliverable(s), Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			Contractor and SpryPoint				Client			
1.	Go-live Plan	A document that outlines the plan for Go-live, including any schedules and checklists for the Go-live weekend.	A	R	I	R	R	R		I
2.	SpryPoint Internal Go/No Decision	An internal SpryPoint meeting where the client's readiness for Go-live is reviewed	A	R	R	I				
3.	SpryPoint/Client Go/No Go Decision	A meeting upon the acceptance of prerequisite activities that gives the approval to move forward with the Go-live	A	R	R	R	R	R		R
4.	End User Training	Training for users is teaching them how to use the SpryPoint products, as identified in the training plan.	C	A		C	R		R	
5.	Customer/Vendor Notifications	Notice of Go-live for any customers, vendors, and other interested parties of the go-live planned date	I	I		A	R		I	C

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			Contractor and SpryPoint				Client			
6.	Schedule Practice Sessions for Trained End Users	A schedule that assigns system practice time to trained users				A	C		R	
7.	Practice Lab	A space where trained end users can go to use the SpryPoint Product(s) and practice their system skills				A	R			I
8.	Practice Session(s)	The time an end user(s) spends practice what they learned is training sessions				C	R		A	
9.	Go-live Activities	Complete all cutover activities as defined in the cutover plan	A	R	I	R	R		R	I
10.	Issues Log Updates	The issues log that gets updated with any issues that occur during cutover	A	R		R	R			
11.	Go-live Signoff	A document that confirms that the system is ready for production use and that the client is ready to being using the SpryPoint solution(s) as the system of record	R	R	I	A	R			C

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3.8. Operate

The purpose of this phase is to ensure complete and successful transfer to the new customer information system as well as the other applications included in the Project scope and provide the **Client** with direct access to the implementation team personnel. The Contractor and **SpryPoint** implementation teams will work together with **Client's** production staff to ensure the systems are well understood and functioning per the agreed business processes.

3.8.1. Operate – Post Go-live Support

This is the initial period after Go-live where the **Client's** focus is on system stabilization. The post Go-live/stabilization period will last 15 days with the goal to ensure complete and successful transfer to the new Solution.

During this period, the **Client** is using the **SpryPoint** product(s) to complete their day-to-day responsibilities and run their business. The Contractor and **SpryPoint** implementation teams is available to the **Client** to answer questions, provide refresher training, manage, and resolve all application issues (configuration, training, and defects, etc.), resolve all post-production issues as well as any go-live deferred functionality, provide support of the business process review activities and how to best achieve the desired improvements.
At the end of the post Go-live stabilization period a punch list is created. This list contains:

- Any issues and their priority still open at the end to the stabilization period
- Any SOW items that were not delivered prior to Go-live
- Any outstanding SpryEngage and SpryIDM action items will be reflected within the overall AMI project schedule and Contractor's action item registry.

This project has allocated 16 hours for Post Go-Live Support/Refinement. These hours are to be consumed within 15 days of Go-Live.

3.8.2. Operate – Transition to Customer Success

After the post Go-live period has been completed and all severity 1 and 2 issues have been resolved we will transition the client to the Customer Success team. The transition involves a **SpryPoint** internal knowledge transfer between the Service Delivery and Customer Success Teams and an introduction meeting with the **Client**, **SpryPoint** Project Manager, and the **SpryPoint** Customer Success Team. Once the transition to the Customer Success team has occurred the **SpryPoint** implementation team will continue to be accountable for the resolution of all items on the punch list and the Customer Success Team will be accountable for any new issues.

3.8.3. Operate – System Acceptance & Project Close Out

The project close out is the point when the Project parties both agree that all Project deliverables have be completed per the Statement of Work and the Implementation portion of the contract is completed, the system is accepted by the **Client** and the Project is deemed closed.
This occurs when the following are met:

1. All of the service deliverables identified within this SOW have been completed, delivered and accepted or deemed accepted per specific contractual provisions, including approved Change Orders impacting the SOW;
2. All punch-list items severity 1, 2 and a plan for delivery of severity 3 are delivered to the **Client and managed within Contractor's project action item registry.** The **Client** agrees to test all delivered severity 1 and severity 2 items within 15 business days of receipt and provide written details of any concerns. If no written details or concerns are provided by **Client** within the 15-business day period, the items will be considered approved. **Client** must have received training as defined in the SOW on the **SpryPoint** Products and know how to use the system.
3. Items 1 and 2 above have been met, and the project is 6 months past cutover, and no written documentation of issues related to the scope included in this SOW has been provided to **SpryPoint**; **SpryPoint** will send an email to the **Client** stating that due to no documentation approval has been assumed.

Once a project is deemed complete any outstanding implementation fees are due.

3.8.4. Operate – Deliverables, Roles, & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Customer Success Team	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			Contractor and SpryPoint				Client			
1.	Transition Documentation	SpryPoint Internal Documentation used to provide the Customer Success Team information about the client and their project	A	R	R					
2.	Transition to Customer Success Internal Meeting	A SpryPoint internal knowledge transition meeting to review the project details	A	R	R	I				
3.	Transition to Customer Success Meeting	A meeting held with SpryPoint to introduce them to the Customer Success Team and how they work with them	A	R	R	R	R			I
4.	Finalize Punch list	A document that lists any open items that need to be resolved as part of the scope of the product	A	R	I	R	R			
5.	Signoff on Punch list	Acknowledgement, by the client that they have reviewed the punch list and they agree to it	R			A	R			I

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Customer Success Team	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			Contractor and SpryPoint				Client			
6.	Project Close Out Document	A document that summarizes project details	A	R		R	R			
7.	Project Close Out Signoff	Acknowledgement, by the client that all SOW deliverables have be completed and the project has been signed off and closed.	I			A	R			C

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3.9. Project Governance

3.9.1. Project Management

SpryPoint uses a highly structured and layered project management methodology, which relies on detailed and complete project plans, to determine who is working on what tasks, and when, throughout the life of the project. Central to **SpryPoint**'s philosophy is maintaining strong communication throughout the teams, setting expectations early, facilitating and coaching as required and monitoring progress.

SpryPoint will provide a Project Manager throughout the life of the project who will work directly with Contractor and **Client**'s Project Managers and the joint team to ensure that all project responsibilities are met.

SpryPoint, Contractor, and **Client** Project Managers shall be responsible for the planning and execution of the project. They shall work collaboratively to manage all project activities from project management activities, including planning and execution, and project communications throughout the project. The client's project manager is ultimately accountable for the client's resources, project tasks and internal project plans and
SpryPoint's project manager is accountable for our resources and project tasks. Both project managers will need to work together and retain the authority for day-to-day project decisions and ensure project success.

3.9.2. Project Communications & Tools

The SpryPoint Project Manager, working in conjunction with the Contractor and Client Project Managers, will compile status reports for distribution to Contractor , Client and SpryPoint management. Overall status, schedule, and open issues will be incorporated into Contractor's weekly project review meetings with Client.

As the implementation experts SpryPoint agrees to communicate clearly which issues/tasks are on the critical path and have immediate impact on the project schedule and which issues/tasks are not. For issues that are not on the critical path the SpryPoint Project Manager will monitor these to ensure that these do not become critical path issues/tasks.

Communication Method	Frequency	Tool/Method	Attendees
Project Team Status Meetings	Every second week	Zoom & Google Docs/PDF	PMs forContractor ,

			Client Core Team, SpryPoint Project Team (as required)
Project Status Reports	Monthly	PDF	N/A
Project Plan Updates	Bi-Monthly	Kantata	N/A
RAID Log	Bi-Monthly	Google Sheet	N/A
Executive Steering Committee	As requested,	Zoom / Google Slides	SpryPoint PM, Contractor PM, Client PM, SpryPoint Executive Sponsor, Client Executive Sponsor

With the understanding that both **SpryPoint, Contractor** and the **Client** are working with the joint interest in doing what is best for the project the table above outlines the standard agreement for communications. If major project events occur, or at a critical point in the project that require addition communications, updates, or meetings, all parties can mutually agree to the additional activities at no extra cost to the client.

3.9.3. Acceptance Period

To facilitate the project schedule and project planning it is important both parties agree to a default submittal acceptance period of 5 business days. While this will be the default time, either party can proactively ask for a longer or shorter time if the time is not sufficient or ask for an extension. The **SpryPoint** Project Manager will evaluate any timeline extensions against the project schedule and communicate if the extension puts the project schedule at risk.

3.9.4. Agreed Priority Definitions

During the implementation the following definition will be used to define the priority of issues

Severity Level	Example
1 Urgent	The **Client**'s business is not operational due to significant performance issues or outage, creating a substantial impact financially or by the number of customers affected.

	Critical business function(s) cannot be performed, and/or a key component is unavailable or is non-functional. There is no immediate workaround. Urgent issues have top priority until resolved. Examples of Severity 1 Issues includes but are not limited to: • System is unavailable (outage), • Unable to perform a key function • A key function is malfunctioning, creating a severe financial/customer impact • Any event that impacts more than 20% of the customer base. • Severity Level 1 issues are subject to an Issue Post-mortem by **SpryPoint**
2 Critical	The **Client**'s business is operational but the ability to perform business functions is severely impacted, A critical business function or functions are partially operational or operating by use of a workaround only sustainable for a short period of time. A critical business function or functions is operating at limited capacity or has a defect which creates errors or atypical results to customer records, transactions, financials. Examples of Severity 2 issues include but are not limited to: • 10%-20% of the customer base are affected • Response times on transactions or screens are 3 times the normal response times (response times must be tracked at go-live for benchmark) • Processes take 3 times as long to complete or error out (response times must be tracked at go-live for benchmark)
3 Restricted Use	The service is experiencing an issue that can be worked around but is impacting the **Client**'s efficient use of the service. The business is operational with reduced efficiency. Examples of Severity 3 issues includes but are not limited to: • Business function has a slight restriction of function of non-critical nature • A workaround is required to maintain normal operations • Non-performance impacting defect
4 Not Urgent	The service is fully functional but may contain a cosmetic flaw or misspelling. There is no operational, financial, or customer impact. Examples of Severity 4 issues include, but may not be limited to: • A button is out of alignment on the user interface • Question regarding configuration or functionality • General inquiries

3.9.5. Milestone Acceptance Process

This project will be invoiced based upon payment terms established within Appendix D-Advanced Metering Infrastructure (AMI) System Pricing Sheet within the project contract.

3.9.6. Scope & Project Change Management

During implementation either party may request additions, deletions, or modifications to the services or software described in this SOW ("the Change"). All Changes will be documented and approved, regardless of whether there is an associated cost for the change.

Requests for changes should be made to either project team's PM. The **SpryPoint** Project Manager is responsible for creating a Change Order Form. The Change Order Form will including the following:

- A description of the problem that needs to be solved or the scope change to be addressed.
- A description of the solution to the problem or scope Change being requested, including the use/business case and/or reason for the Change and suggested solution.
- An estimated impact of the Change on the project schedule.
- If applicable, any fees/cost and expenses associated with the Change.

The Change process that will be employed is defined below. The Change must be approved by both **SpryPoint,** Contractor and the **Client** before any work related to a Change is completed.

- Identify the requested Change
- Identify and document the solution and scope of work associated with the Change requested
- Estimate required effort, and any associated costs
- Assess impact of the Change on schedule, travel fees, milestones, contract, risks and/or any other identified impacts.
- Submit for review and approval by Contractor, , the **Client** and **SpryPoint** Management Team
- If not approved, no changes will be completed, and the Change request is canceled
- If approved, Project documents are updated and work on the Change is scheduled into the Project
- Monitor and report progress on the Change
- Communicate the Change resolution

3.9.7. Issues and Risk Management

The following procedure will be used to manage Project issues and risks:

- Identify and document
- Assess impact and prioritize
- Assign responsibility

- Monitor and report progress
- Communicate issue resolution

On a monthly basis, the Project Managers will meet, to review the status of the risks and outstanding issues. When a risk is identified each risk will be assessed for probability and impact and weighted. All risks and outstanding issues will be incorporated into project review meetings by Contractor and addressed by project personnel.

3.9.8. Conflict Resolution and Escalation Process

While both parties agree it is the desire to resolve issues quickly and within the project team(s), at times this may not be possible, and issue(s) may need to be escalated to resolve. A project issue can include anything from a business process change to a schedule issue, to a personnel issue. The following table shows the escalation path:

Escalation Path	SpryPoint	C&M / Client	Contractor
Level 4	CEO	City Manager	Sr. Director, Smart Utility
Level 3	Executive Sponsor	Assistant City Manager	Sr. Manager of Business Development
Level 2	Project Manager	Project Manager	Regional Initiative Manager
Level 1	Implementation Specialist	Core Team Members	Project Manager

3.9.9. Project Working Times

3.9.9.1. Project Working Schedule

During the project implementation it has been agreed that Project Meetings, Training Sessions may take place Monday through Friday when working remotely. If work is being completed onsite meeting times will be scheduled Tuesday thru Thursday, with Monday and Friday being travel days for SpryPoint staff. In the event scheduled project activities such as meeting, training sessions, etc. need to be completed on days/times outside the above agreed times, this will be mutually agreed upon by both parties and scheduled a minimum of 2 weeks in advance.

3.9.9.2. Statutory Holidays

It is agreed that both parties will do their best to respect each party's holiday schedule. However, depending on where the project is and Go-live date, on occasion project team members may be required to work a statutory holiday. If this is to occur, it will be mutually agreed to by both parties.

SpryPoint Observed Holidays

Holiday	2024	2025	2026
New Year's Day	January 1	January 1	January 1
Islander Day/Family Day	February 19	February 17	February 16
Good Friday	March 29	April 18	April 3
Victoria Day	May 20	May 19	May 18
Canada Day	July 1 (observed July 4)	July 1	July 1
Civic Holiday	August 5	August 4	August 3
Labor Day	September 2	September 1	September 7
National Day of Truth & Reconciliation	September 30	September 30	September 30
Thanksgiving	October 14	October 13	October 12
Remembrance Day	November 11	November 11	November 11
Christmas Day	December 25	December 25	December 25
Boxing Day	December 26	December 26	December 26

Client Observed Holidays

Holiday	2024	2025	2026
New Year's Day	January 1	January 1	January 1

Martin Luther King Jr Day	January 15	January 20	January 19
Presidents Day	February 19	February 17	February 16
Memorial Day	May 27	May 26	May 25
Juneteenth	June 19	June 19	June 19
Independence Day	July 4	July 4	July 3
Labor Day	September 2	September 1	September 7
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 28 & 29	November 27 & 28	November 26 & 27
Christmas Day	December 25	December 25	December 25
New Year's Eve	December 31 half-day	December 31 half-day	December 31 half-day

**Note: SpryPoint or Client observed holidays may be subject to change. Changes to be communicated amongst project management, adjustment to schedule may be necessary.*

3.9.10. Project Management Reoccurring Deliverables

During the project implementation the **SpryPoint** Project Manager is accountable for the delivery of the following reoccurring deliverables

Communication Method	Description

Shared Project Folders	Via the used ofproject shared drive , Contractor and **SpryPoint** will provide C&M**Client** with a shared project folder for document sharing and collaboration of documents during the project
Project Status Reports	A weekly report that summarizes project status, upcoming activities, risks, etc. SpryPoint status reports will be incorporated into Contractor's weekly project review meeting with City.
Updates to the project plan	Updates to the baseline Project schedule are performed as part of the Contractor's project delivery methodology.
Risk Log	Report that lists risks, probability, impact, status, and responsible resources.
Executive Steering Committee	Contractor will set up a monthly meeting to ensure both Executive Teams understand project status, any risks, and an opportunity to discuss any other topics as required, if desired by Client
Issue Log	Report that lists project issues, responsible resources, due date, priority, and impact on the critical path. SpryPoint issue log will be incorporated into Contractor action item registry.

4. Integrations & Enhancements

This section outlines any of the integrations or enhancements included in the scope of work. It is important to note that during analysis and throughout the implementation there maybe additional integrations or enhancements identified. In this event, **SpryPoint** will provide ballpark estimate(s) to determine if further investigation or detail(s) is required. If the **Client** is not interested, **SpryPoint** will work with the **Client** to ensure they understand all required workarounds. If the **Client** wishes to investigate further, a full estimate will be provided. If the change is deemed required, the change order process will be activated.

4.1. Integrations

Contractor shall provide the SpryPoint customer engagement web portal and smartphone apps supporting iOS or Android devices. SpryPoint shall support a single sign-on from the City's existing customer payment portal, BS&A, and vice versa such that logging on to either portal allows a single click to go to and be logged onto the other. SpryPoint shall also support billing history, active notifications for Outage/Restoration, and estimated projected billing amounts using information retrieved from the City's BS&A accounting system. Contractor shall be responsible for ensuring and managing the successful on-time delivery of the new SpryPoint Multispeak support feature required to support Outage/Restoration notifications. During the kick-off meeting, the City will determine whether to utilize the SpryPoint payment platform or choose to integrate with single sign-on with BS&A. The parties will agree on any changes in pricing resulting therefrom.

Contractor will provide software integration services that will result in the automatic transfer of all pertinent data and notifications between AMI system and the SpryPoint Customer Portal system, as approved by the City. Contractor will validate integration to be successful within project FSAT testing.

SpryEngage is designed with REST Application Programming Interfaces (API's) to enable real-time integration. For inbound integration and synchronization from back-office applications, we provide a purpose-built back-office integration Application Programming Interface (API). For outbound integration, we have an integrated process scheduler as well as an extensible event framework to support both batch or timed integrations as well as event-driven integrations. **SpryPoint** will create an Integration Requirements Document for each integration to define the detailed requirements.

Note: In the event additional work or development is required to support integrations with third party applications and SpryPoint, it is outside the scope of this project. Some examples are configuration in third party application, the need for a third party to add information to an API, etc.

No.	Integration Name	Integration Details
1.	CIS - BS&A	**Integration of SpryEngage with BS&A Cloud-Based Utility Billing CIS System** SpryPoint will integrate SpryEngage with BS&A's cloud-based Utility Billing system to enable the seamless retrieval and display of CIS data within the customer portal. Two options are available

		for this integration, depending on the capabilities of the CIS system: 1. **API Integration**: If APIs are available, the City of Mount Dora will provide the necessary API documentation to facilitate integration with SpryEngage. SpryPoint will leverage these APIs to enable secure and efficient data access and synchronization. 2. **File Upload via SFTP**: If APIs are not available, the City of Mount Dora will develop an export routine to generate the required CIS data files in a format specified by SpryPoint. The files will be transmitted via a secure SFTP and imported into SpryEngage using an import routine. The assumed frequency of this process is daily, though this will be finalized based on client requirements. SpryPoint will work with the client in a mapping session to define and review the data format and ensure alignment. The CIS data provided will include, but is not limited to: • **Customers**: (Customer ID, name, contact information such as email/phone) • **Locations**: (addresses, Location ID) • **Accounts**: (balances, Customer ID, Location ID) • **Meters**: (Meter ID, Meter type, Account/Location ID associated, Smart Meter flag) • **Financial Transactions**: (Account ID, statement amount, payment amount, date, tender type) • **Meter Consumption**: (Meter ID, Account ID, consumption value, measurement unit, date, billing period/month) This integration is designed as a one-way data flow, with no data transfer from SpryEngage back to the CIS system. **Billing Statements** The client is expected to provide PDF copies or links for accessing individual customer bills, including accounts enrolled in paperless billing. These bills will either be retrieved on demand (via APIs, if available) or uploaded daily to a designated SFTP location for retrieval by SpryEngage. Each PDF must contain identifiable account and statement numbers to ensure proper indexing within the customer portal. The historical availability of bills displayed in SpryEngage will depend on the historical records provided by the client.

2.	**AMI/MDM – Sensus**	**SpryIDM** supports native integration with the Sensus FlexNet system, leveraging the California Exchange Metering Protocol (CMEP) to facilitate the exchange of interval meter data through a file-based approach. This integration enables SpryIDM to automatically ingest interval meter readings from all meters connected to the Sensus FlexNet system at a predefined frequency (e.g., every 4, 8, 12, or 24 hours) depending on the utility's operational needs. **SpryIDM** processes and stores these interval readings for a variety of purposes, including: • Displaying interval data and other analytics in SpryEngage. • Detecting specific consumption events, such as potential leaks or unusual consumption spikes. • Providing consumption forecasting. Additionally, the client is encouraged to provide historical interval data for all available years or any relevant period, although this data is optional. When available, **SpryIDM** utilizes it to enhance usage forecasting and other calculations, ensuring accurate alignment with the client's operational needs. Note: To successfully implement this integration, Sensus must provide the CMEP files via a secure SFTP server at the defined frequency. This ensures timely and reliable ingestion of interval data into **SpryIDM**. ## Power outage events integration SpryPoint will provide a MultiSpeak-compliant web service to receive near real-time meter and power outage events from external systems such as AMI Head-End Systems (HES), or Outage Management Systems (OMS). This web service will enable seamless reporting of key meter-related and outage events, including but not limited to: • Continuous flow alerts • Power outage occurrences • Restoration events Upon receiving these events, SpryIDM will process and store the data while ensuring timely event delivery to SpryEngage. Through SpryEngage, events will be displayed to customers and used to trigger notifications based on utility-defined policies and customer communication preferences.

This integration will provide utilities with near real-time visibility into critical meter and outage events, allowing for improved customer communication, proactive issue resolution, and enhanced grid reliability.

Outage Alert Subscription and Customer Notification Preferences

To receive power outage notifications, customers must be **actively subscribed** to the **Outage Notifications** alert type within SpryEngage. As part of their subscription, customers will specify their preferred notification delivery method, which may include:

- **Email** – Outage alerts will be sent to the customer's registered email address.
- **SMS** – Customers will receive text message notifications regarding outage events.
- **Customer Portal Announcements** – Notifications will be displayed within the SpryEngage customer portal.

Customers who have not subscribed to outage notifications will **not** receive alerts when an outage occurs.

Event Display and Notification Processing in SpryEngage

Upon receiving outage events from SpryIDM, SpryEngage will **trigger notifications** to customers based on their **subscription status** and preferred communication method.

Notes:

- The scope of this integration includes storing events as reported by the external system, without pairing related events. If pairing events (e.g., linking outage and restoration events across multiple customers) is required, it would be considered a future enhancement.
- The information displayed in SpryEngage or included in customer notifications will be based on the data received from the external system via the MultiSpeak web service. SpryEngage or SpryIDM will not generate or infer additional details beyond what is provided through the integration. Any enhancements to support additional data, such as

		calculating or supplementing missing outage details (e.g. restoration time), would require a separate scope evaluation and future enhancement.
3.	**Payment Processor – InvoiceCloud**	SpryEngage includes standard functionality to support InvoiceCloud as a payment provider. This integration allows the City of Mount Dora to leverage InvoiceCloud for payment processing within the customer portal. The integration utilizes InvoiceCloud -provided iFrames to facilitate seamless payment workflows, including: • **One-Time Payments** • **Account Payments** • **Wallet Payments** • **AutoPay (if included in the City's subscription agreement withInvoiceCloud)** As part of this integration, when payments are made via Paymentus within SpryEngage, Paymentus will send real-time updates to the City's CIS system, SpryCIS. This ensures that payment information is immediately reflected in SpryCIS, maintaining accurate and up-to-date account balances. No additional development or customization is required for this integration, as SpryEngage's InvoiceCloud functionality is part of its existing standard offering. The City is expected to use the existing integration features to enable payment processing via SpryEngage. SpryEngage integrates with Invoice Cloud to provide a seamless user experience for billing and account management within the customer portal. This integration allows users to access key Invoice Cloud functionalities directly from SpryEngage, ensuring a unified and efficient customer experience. As part of this integration, SpryEngage will enable the following Invoice Cloud features within the customer portal: One-Time Payment Access: Customers can navigate to Invoice Cloud's one-time payment page directly from SpryEngage. Paperless Billing Settings: Customers can manage their paperless billing preferences through SpryEngage, with settings synchronized with Invoice Cloud. To ensure secure and synchronized interactions between SpryEngage and Invoice Cloud, the integration will support the following authentication and account management features:

		Pass-Through Authentication: Invoice Cloud serves as the authentication mechanism for SpryEngage, meaning all customer logins to SpryEngage are validated through Invoice Cloud. Password Modification: Customers can modify their passwords, with changes reflected in Invoice Cloud. Session Renewal: The integration ensures that session management between SpryEngage and Invoice Cloud remains seamless, maintaining a consistent user experience. Account Linkage Synchronization: SpryEngage and Invoice Cloud will remain synchronized regarding account linkages, ensuring accurate customer account management. Customer Sign-Ups: New customer sign-ups will be handled through Invoice Cloud, with the necessary information passed to SpryEngage. Because Invoice Cloud maintains the user credentials used for authentication, then customers will not be required to re-register when the utility moves to SpryEngage. Additionally, the Invoice Cloud integration supports configurations where co-owner functionality is either enabled or disabled, allowing for a flexible and comprehensive integration that accommodates different utility account structures.

4.2. Enhancements

There are no enhancements identified as part of the scope of this project.

Note: If enhancement requirements are identified or requested, they will be deemed out of scope and the change order process will be initiated.

5. Project Assumptions

The following project assumptions apply to this project:

5.1. General Assumptions

1. The **Client** will strive to minimize the impact of competing initiatives within the organization that may have a negative impact on the Project.
2. All prices are quoted in US Dollars and do not include any applicable taxes.

3. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion.
4. Contractor, **Client** and **SpryPoint** understand the project scope and project timelines and agree to communicate and adhere to those objectives, thus setting the proper expectation level.
5. All changes to the SOW shall be managed in accordance with the Agreed upon Change process.
6. The **Client** will make resources available to assist with data extraction, data mapping, and preliminary data validation during the conversion efforts.
7. **SpryPoint** will provide the specified number of staff, as described in the detailed project schedule and the staffing matrix, with the appropriate skills and experience to lead each workshop, analytical session, or other review activities, whether onsite or conducted remotely.
8. If on-site activity is required, the **Client** will provide workspace for each **SpryPoint** consultant. Breakout and conference space will also be provided if required.
9. If training is completed on-site, adequate training space will be provided by the **Client** to train end users. The training room(s) will include computers for each end-user being trained.
10. Contractor and **Client** will ensure Project Team members are available for meetings with 48-hour notice when possible, workshops, discussions, and conference calls upon request by **SpryPoint**. Project Team members will respond to information requests by **SpryPoint** staff.
11. Whenever possible, the Project Team may consider alternative meeting options such as Zoom and Conference Calls.
12. All parties agree to work a reasonable number of added hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.
13. **SpryPoint** will assume responsibility for the successful completion of this SOW.
14. **SpryPoint** will assume overall responsibility for conducting all project related administration activities including the development and administration of a work plan that clearly indicates all the **Client** tasks and responsibilities.
15. **SpryPoint** is responsible for the initial deployment, configuration, and testing of environments of the system to support training, development, testing, etc.
16. The **Client** is willing to implement **SpryPoint's** "Best Practices" to minimize the need for software customizations within reason.

5.2. System Testing Assumptions:

1. **SpryPoint,** Contractor, and **Client** will jointly develop all test plans outlining the testing approach, methods, data, and participants.
2. **Client** will review and participate in testing activities Lead by **SpryPoint and Contractor** as outlined in the sections above in this document.

3. **SpryPoint** will provide resources for product fixes resulting from errors identified during the system testing process.
4. **SpryPoint** will deliver the completed **SpryPoint** application to **Client** for review and FSAT and SAT acceptance.
5. **Client** will be responsible to sign off on testing results.

5.3. Training Assumptions:

1. **Client** is responsible for prerequisite education and training such as basic PC skills and fundamental business process knowledge.
2. **SpryPoint** will provide training materials. **Client** may use these training materials for any subsequent training classes.
3. **Client** will provide users with specific times to participate in required training.
4. **Client** has the facilities and will provide the necessary logistics support for all training sessions which if required may include training room, training workstations, and any other necessary training supplies.
5. **Client** will ensure end-user attendance during training.
6. **Client** will schedule and ensure **Client's** practice use of the system after training is completed.

5.4. Production Readiness and Cutover Assumptions:

1. **SpryPoint, Contractor,** and the **Client** will be responsible for developing an acceptance test plan that will be mutually agreed on by the parties and will be a part of the overall FSAT test.
2. **Client** will be responsible for conducting an acceptance test of the completed system as delivered by **SpryPoint** at the completion of testing activities.
3. **SpryPoint**, with assistance of **Client**, will develop a mutual agreement regarding the go-live plan and schedule.
4. **SpryPoint**, with assistance of **Client**, will stage all aspects of the system in preparation for production cutover.
5. **SpryPoint**, with assistance of **Client**, will conduct production cutover activities.

5.5. Post Implementation Support Assumptions:

1. SpryPoint will provide immediate production support to Client following cutover to assist with stabilization and optimization.

6. Appendixes

6.1. Definitions

In addition to the definitions contained elsewhere in this SOW, the terms in the table below are defined using the associated descriptions.

Definition/Term Name	Definition/Term Description
Acceptance Testing	Acceptance testing is Client's validation to ensure top-to-bottom functional stability and adherence to existing business requirements and business processes. Testing will be in several phases, including, but not limited to, functional testing, integration testing, and performance testing. Acceptance testing to be included within overall project FSAT and SAT test plans.
Acceptance	Acceptance is defined as information, documentation, development, or any other object(s) approved and signed off by client
Agreement Date	The date in which both Client and SpryPoint agree to terms and execute the Master Agreement.
Business Day	One regular workday (Monday through Friday – non-holidays or emergency days) as defined by the Client's business calendar.
Business-critical Report	A business-critical report is one that is identified as being needed to complete any business processes or reports required to run the business of the client.
Business Process Design	The process design is conducted during business process modeling activities and focused on conducting business process design work in the context of the system environment. This design work will address operational and organizational changes required to implement the proposed solution.
Business Process	A defined series of procedures that will identify and document process steps and system transactions. Business Process documentation can be used to facilitate testing and training.
Bi-Monthly	The activity will happen every other week
Bi-Weekly	This activity will happen twice a week

Calendar Day/Days	A 24-hour period–typically starting at midnight.
Change Order	All changes to the SOW must be agreed upon by the parties and evidenced in a written instrument signed by the parties' authorized representatives.
Change Order Process	The process used when a change of scope is identified. This process may or may not have monetary costs associated with it.
Configuration	Process of performing table updates and algorithm changes to the system to have the system perform Client's specific user requirements. Configuration does not require programmatic software changes.
Cutover	Includes all activities required to prepare the systems for the transition of the new SpryPoint Solution to production processing. The activities will include ensuring security setup, establishing user profiles, system access rollout to end users, and other activities SpryPoint and Client deem necessary.
Delivery	Defined as information, documentation or object approved provided to the client for review, feedback and/or acceptance.
Enhancement	Enhancements to the base solution that is added to the core code to meet a defined Client requirement. This does not include configuration changes of any form. The word modification may be used interchangeable with Enhancement
Interface	Passing of data between two separate and distinct systems; can be accomplished in real-time or batch mode.
Integration Test	The integration testing will utilize formal test plans and scripts that will define how to test a singular feature and business process based on pre-defined expected results. Integration tests are formal in nature, cover multiple scenarios of a feature and process, and are based on the variations of Client's business. Integration testing will be incorporated into project FSAT and SAT test plans.
CIS	References the Client's Customer Information System that SpryEngage will be integrating with.
Quality Assurance	The process of verifying that the proper processes and procedures have been adhered to on the project from a methodology as well as project management perspective and that the deliverables produced on the project have included the appropriate content and meet expectations.

Script Testing	Testing using a pre-determined script or set of instructions. Testing can be either manual or automated work.
SpryPoint Service	The SpryPoint Service includes all services as defined in this Statement of Work for products sold as part of this contract.
Templates	Templates refer to the standard format of various project documents that SpryPoint will provide as a starting point and will be modified to address the specifics of this project. Examples include Training Plan, Test Plan, etc.….
Test Plan	Document to be incorporated into project FSAT and SAT testing that outlines a strategy or approach for testing. Describes key setup issues, dependencies, and other general factors.
Test Scripts	A series of actions, functions, scenarios, or commands documented for execution during various phases of testing.
User Acceptance Test	Final testing led by the client and Contractor, where SpryPoint is available for assistance as required. This testing is typically scenario based and ensures that the system is configured to meet all agreed upon business processes. SpryEngage and SpryIDM testing to be included as part of project FSAT and SAT test plan.

6.2. Milestone Schedule

Milestones			
No.	**Phase**	**Milestone Name**	**Milestone Description**
1	Project Management	Project Management 1	Upon signature of the SOW
2	Project Management	Project Management 2	Upon completion of Project Kickoff
3	Project Management	Project Management 3	Upon project completion
4	Project Management	Project Management 4	Upon completion of: - SpryIDM configuration complete and ready for testing
5	Analysis	Analysis Workshops	Complete the following deliverables: - Prepare discovery questions - Conduct Customer Experience Workshops - Conduct Integration Workshops
6	Configuration	Configuration of SpryEngage -1	Complete the following deliverables: - Initial 50% configuration of SpryEngage
7	Configuration	Configuration of SpryEngage - 2	Complete the following deliverables: - Remaining 50% configuration of SpryEngage complete - System ready for testing
8	Configuration	Configuration of SpryIDM	Complete the following deliverables: - SpryIDM configuration complete - System ready for testing
9	Configuration	Integration - BS&A CIS	Complete the following deliverables: - Integration Configured and ready for testing
10	Configuration	Integration - Sensus AMI	Complete the following deliverables: - Integration Configured and ready for testing
12	Test	Training	Complete the following deliverables: - End user training materials delivered

13	Test	Testing	Complete the following deliverables: - Execute Functional Testing - Functional Testing Signoff -SpryIDM and SpryEngage testing to be incorporated into overall project FSAT and SAT testing requirements
14	Deploy	Go-Live	Complete the following deliverables: - Go Live Plan Developed - Go/No Go Decision - Go Live Activities Completed - SpryPoint - Go Live Signoff
15	PIS	Project Close Out	Complete the following deliverables: - All contractual items delivered - All P1 and P2 items completed - Plan for any remaining punch list items - All documents signed off

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **February 3, 2026**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Ratification of the Thirteenth and Fourteenth 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 Thirteenth and Fourteenth 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:

Extension	Date Adopted/Signed	Date Ratified by City Council	Extension Expires
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	01/06/2025	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
13th	01/26/2026	02/03/2026	02/02/2026
14th	02/02/2026	02/03/2026	02/09/2026

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 Thirteenth and Fourteenth Extensions of Resolution 2025-45, Local State of Emergency Related to the October 26-October 27, 2025 Flood event.

Attachment(s):

1. 02.03.2026.FOURTEENTH EXTENSION OF RESOLUTION 2025-45
2. 02.03.2026.THIRTEENTH EXTENSION OF RESOLUTION 2025-45

Prepared by: Jeanann Hand, City Clerk
Reviewed by:
Whitney Donovan, Purchasing Coordinator — Approved - 1/22/2026
Matthew Dodson, Budget Officer — Approved - 1/22/2026
Jennifer Gates, Finance Director — Approved - 1/22/2026

City Attorney, City Attorney	Approved - 1/28/2026
Jeanann Hand, City Clerk	Approved - 1/28/2026
Vince Sandersfeld, City Manager	Final Approval - 1/28/2026

THIRTEENTH 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 26, 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 February 2, 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 26 day of JANUARY, 2026

RATIFIED AT A THE _____, 2026 CITY COUNCIL REGULAR SESSION.

JAMES HOMICH, MAYOR
City of Mount Dora, Florida

Vince Sandersfeld, City Manager

ATTEST:

Jeanann Hand
City Clerk

For the use and reliance of the City of Mount Dora only. Approved as to form and legal sufficiency

Patrick Brackins
Patrick Brackins
City Attorney

FOURTEENTH 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 February 2, 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 February 9, 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

_____
Vince Sandersfeld, City Manager

ATTEST:

_____
Jeanann Hand
City Clerk

For the use and reliance of the City of Mount Dora only. Approved as to form and legal sufficiency

Patrick Brackins
Patrick Brackins
City Attorney

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **February 3, 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. 12.16.2025 Regular Session Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk
Reviewed by:
Jeanann Hand, City Clerk — Approved - 1/28/2026
Vince Sandersfeld, City Manager — Final Approval - 1/28/2026

CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES

Mount Dora City Hall
510 North Baker Street, Mount Dora, FL 32757
December 16, 2025, 6:00 p.m.

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 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

Mayor Homich expressed sympathy for a long-married couple who had been members of the community for many years. A moment of silence was observed in their honor and in recognition of recent tragedies.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was led by Mayor Homich.

ROLL CALL

Members Present
James Homich, 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

Members Not Present
John Cataldo, District 1, Vice-mayor

PUBLIC COMMENT

Mayor Homich opened public comment.

Bill Johnson, 415 Forest Road, spoke about flood issues.

Brian Ruderman, 3926 Foxtail Lane, spoke about speeding and posting speed limit signs.

Mayor Homich closed public comment.

APPROVAL OF AGENDA

DRAFT

APPROVAL OF CONSENT AGENDA

1. Request to Ratify Approval of Emergency Task Authorization for Cathcart Construction Company, LLC to Install Underdrains in North Donnelly Roadway as Part of the Work to Repair the Roadway After the October 26 and 27 of 2025 Storm Event
2. Request Approval of Amendment 7 to the Solid Waste Agreement between the City of Mount Dora and Waste Management, Inc. of Florida
3. Request Approval of the General Release for Property Damage Associated with the September 10, 2024 Water Main Strike Occurring at US-441 and Natoma Boulevard
4. Request Ratification of the Sixth and Seventh Extensions of Resolution 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event
5. Request Approval of Meeting Minutes

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA AND CONSENT AGENDA; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENTS

1. City of Mount Dora Advisory Board and Committee Appointments

Councilmember Rolfson proposed the appointment of Lynn Tipton to the Historic Preservation Board and the reappointment of Thomas Decker to the Public Arts Commission. He withdrew the proposed appointment of Angel Gunderson to the Historic Preservation Board.

Councilmember Crail proposed the reappointments of Harris Turner to the Planning and Zoning Commission and Maryann McNamara to the Public Arts Commission and the appointments of Joseph Newton to the Historic Preservation Board and Warin Epstein to the Parks and Recreation Advisory Board.

Mayor Homich proposed the reappointments of Det Jokes to the Historic Preservation Board and Lindsay Perreault to the Public Arts Commission, and the appointment of Marlene Straughan to the Parks and Recreation Advisory Board.

Councilmember Walker proposed the reappointment of Rosalyn Harris to the Northeast CRA Advisory Board and Tom Dring to the Planning and Zoning Commission, and the appointments of John Abner to the Parks and Recreation Advisory Board and Janet Manchon to the Public Arts Commission.

Councilmember Bryant proposed the appointment of Robert Pearson to the Public Arts Commission.

The above appointments and withdrawals were approved by unanimous voice vote.

ACTION ITEMS

DRAFT

1. Request for Direction Related to RFP 25-GS-002 Paid Parking Services

Community Development Director Adam Sumner presented information regarding RFP 25-GS-002 for paid parking services. Staff reported significant vendor interest, multiple inquiries during the RFP process, and receipt of one formal proposal. Initial feedback from the selection committee was shared. Council discussion on this matter will continue at a future meeting.

Mr. Sumner described the City's dissatisfaction with the options presented to them in response to the RFP.

Council discussed the inadequacy of a parking vendor's proposal, citing issues with customer service, lack of cost transparency, and vague client data. They recommended canceling the current RFP and reconsidering future procurement strategies. The Council agreed to cancel the solicitation and explore other parking management options.

Council discussed how one-way street implementation may affect the City in ways that may change the City's need for paid parking.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO DIRECT STAFF TO CANCEL RFP AND REJECT THE VENDOR'S PROPOSAL; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

Following discussion, the motion was clarified as a limited action to cancel the current paid parking RFP, with broader parking policy issues to be considered separately in the future.
Councilmembers expressed reluctance to proceed with paid parking at this time, citing limited parking inventory, significant ongoing staff workload, and the need to first evaluate the impacts of the approved one-way street conversion. Members also noted the absence of a clear public mandate and mixed feedback from downtown merchants.

Staff reported that piggybacking on another contract was not feasible due to CRA procurement requirements and cybersecurity restrictions. Staff further advised that any future RFP would require clear Council policy direction regarding the number and location of spaces, rate structure, hours of operation, and treatment of local rates, permits, and event days.
Council emphasized the importance of enforcing existing four-hour parking limits, noting that merchant concerns focus more on enforcement than on paid parking. Interest was expressed in improving signage, evaluating enforcement options, and gathering broader merchant feedback. Staff will coordinate with Police, Finance, and the City Manager's Office to review enforcement approaches.

By consensus, Council directed staff not to initiate a new paid parking solicitation at this time, to focus on enforcement and current capital projects, and to revisit paid parking in the future after operational impacts and staffing capacity are better understood.

DRAFT

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Approval of the Final Reading and Adoption of Ordinance No. 2025-21, Annexation, Taylor Morrison of Florida, Inc. (144.13 +/- Acres)

Mr. Brackins read Ordinance No. 2025-21 by title only.

ORDINANCE NO: 2025-21

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF US HIGHWAY 441 AND EAST OF SR 44; 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 told Council that this is the second reading and final reading adoption. This is the annexation property 144 acres on the north side of US Highway 441, this action will start the city's permitting of the home sites that are being planned with Taylor Morrison, and there has been no changes to the ordinance itself. All requirements have been met and staff recommends approval.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2025-21, ANNEXATION, TAYLOR MORRISON OF FLORIDA, INC. (144.13 +/- ACRES); COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES	***Walker***
	Dawson
	Bryant
	Rolfson
	Homich
	Crail
NO	***None***

2. Request Approval of the Final Reading and Adoption of Ordinance No. 2025-22, Annexation, School Board of Lake County, Round Lake Charter School (28.68 +/- Acres)

DRAFT

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 told Council that this is the final adoption reading of annexation, 28.68 acres. There has been no change to the ordinance, and Staff recommends approval of the adoption.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER WALKER TO ADOPT 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 A 6-0 ROLL CALL VOTE.

YES	***Walker***
	Dawson
	Bryant
	Rolfson
	Homich
	Crail
NO	***None***

3. Request Approval of the Final Reading and Adoption of Ordinance No. 2025-25, Annexation, City of Mount Dora (1.38 Acres)

Mr. Brackins read Ordinance No. 2025-25 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

DRAFT

ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2025-25 ANNEXATION, CITY OF MOUNT DORA (1.38 ACRES); COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES	***Walker***
	Dawson
	Bryant
	Rolfson
	Homich
	Crail
NO	***None***

4. Request Approval of Final Reading and Adoption 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.

Staff reported that this is establishing the future land use designation of property as public lands, institutional as a requirement of the surplus land that the city acquired from the Florida Department of Transportation. Florida Statute 163.3187 governs "small-scale development amendments," has a timing of when the adoption becomes effective, and that's listed in the ordinance. Staff recommends approval of small-scale land use amendment for adoption.

DRAFT

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2025-26 , SMALL-SCALE FUTURE LAND USE MAP AMENDMENT FOR CITY OF MOUNT DORA PROPERTY (1.38 +/- ACRES), CITY OF MOUNT DORA (1.38 ACRES); COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES	***Walker***
	Dawson
	Bryant
	Rolfson
	Homich
	Crail
NO	***None***

5. Request Approval of Final Reading and Adoption 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.

Staff was sworn in by Mr. Brackins for this quasi-judicial hearing.

Staff reported that this is the assignment of the zoning district for the subject property just discussed in the previous ordinances. They'll establish a PLI zoning district, which is a public land institutional and consistent with future land use that was just designated on the property. Staff recommends approval of the change of zoning on the property as stated in the ordinance.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

DRAFT

MOTION BY COUNCILMEMBER DAWSON TO ADOPT ORDINANCE NO. 2025-27, , CHANGE IN ZONING FOR CITY OF MOUNT DORA PROPERTY (1.38 +/- ACRES); MAYOR HOMICH SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES	***Walker***
	Dawson
	Bryant
	Rolfson
	Homich
	Crail
NO	***None***

6. Request Adoption of Resolution No. 2025-44, Approving Updates to the Master Fee Schedule

Mr. Brackins read Resolution No. 2025-44 by title only.

RESOLUTION NO. 2025-44

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER FEE SCHEDULE FOR THE CITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR FEE RESOLUTION; PROVIDING FOR APPROVAL OF MASTER FEE SCHEDULE; PROVIDING 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.

Staff presented Resolution 2025-11 updating the City's Master Fee Schedule. The update includes utility-related adjustments reflecting increased costs for equipment, including meter installation changes and updated pricing distinctions between potable and reclaimed water meters. Staff clarified that a previously listed "no charge" entry appeared to be a typographical error and should reflect separate pricing for reclaimed water meters due to differing equipment costs. Minor wastewater and sanitation adjustments that were previously addressed under the consent agenda are now incorporated into the Master Fee Schedule to maintain consistency with the City's overall rate structure.

Council discussion emphasized the importance of keeping fees aligned with the City's cost of service. It was noted that the revisions are based on a prior utility rate study and that the 6.5% adjustment represents the lowest recommended increase within that study framework. Staff explained this approach is intended to remain fiscally prudent while minimizing the potential for larger rate impacts in future years. Council also acknowledged broader economic pressures, including rising infrastructure and equipment costs.

DRAFT

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2025-44, APPROVING UPDATES TO THE MASTSER FEE SCHEDULE; COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES	***Walker***
	Dawson
	Bryant
	Rolfson
	Homich
	Crail
NO	***None***

CITY MANAGER'S REPORT

Mr. Sandersfeld directed attention to the Lobbyist Update in the agenda packet, spoke about the scheduling of the topping-out ceremony for the Northeast Recreation Center, and the final design for the Donnelly Street repairs.

CITY ATTORNEY'S REPORT

Mr. Brackins spoke about CRA expansion litigation, a potential nuisance action, and a meeting at the Sullivan Ranches clubhouse.

COMMUNICATIONS AND REPORTS

Councilmember Rolfson spoke about the Mayor's State of the City message.

Councilmember Crail spoke favorably about retiring Public Works Director George Marek. Arborist Mark Miller.

Councilmember Walker echoed Councilmember Crail's well wishes for Mr. Marek.

Mayor Homich thanked the Police Department for their presence at a Hannukah celebration.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 7:29 p.m.

_____

JAMES HOMICH, MAYOR
City of Mount Dora

_____

Jeanann Hand, City Clerk

DRAFT

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **February 3, 2026**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Lake-Sumter MPO Technical Advisory Committee Primary and Alternate Member Appointments.

Introduction:
This item provides an opportunity to appoint Michele Janiszewski, Deputy Planning Director, as the City's primary representative and Misty Sommer, Economic Development Director, as the alternate to the Lake-Sumter MPO Technical Advisory Committee (TAC).

Discussion:
The Lake-Sumter MPO Technical Advisory Committee (TAC) comprises planners and engineers from the local governments within the MPO. The committee makes technical design recommendations and verifies that transportation documents conform to applicable standards. The committee typically meets on the second Wednesday of February, April, June, October, and November.

The City's primary voting TAC member would be Michele Janiszewski, Deputy Planning Director, with Misty Sommer, Economic Development Director, serving as the alternate.

These appointments would replace George Marek (former primary TAC member) and Vince Sandersfeld (former alternate).

Budget Impact:
No budget impacts associated with board appointees.

Strategic Impact:
This action ensures intergovernmental coordination with regional agencies and stakeholders to support the growth management goals of the City.

Strategic Initiative 1: Promote Economic Development

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure
Strategic Initiative 4: Provide High-Quality Services

Recommendation:

City Council appoint Michele Janiszewski, Deputy Planning Director, as the City's primary representative and Misty Sommer, Economic Development Director, as the alternate to the Lake-Sumter MPO Technical Advisory Committee (TAC).

Attachment(s):

Prepared by: Vince Sandersfeld, City Manager
Reviewed by:

Adam Sumner, Community Development Director	Approved - 1/22/2026
Misty Sommer, Director of Economic Development & Public Information	Approved - 1/22/2026
Michele Janiszewski, Deputy Planning Director	Approved - 1/23/2026
Jeanann Hand, City Clerk	Approved - 1/23/2026
Vince Sandersfeld, City Manager	Final Approval - 1/23/2026

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **February 3, 2026**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Interlocal Agreement Options with Lake County Regarding Tax Increment Revenues for the Northeast Community Redevelopment Area Expansion

Introduction:
This is a request for Council to consider the Interlocal Agreements with Lake County Regarding Tax Increment Revenues for the Northeast Community Redevelopment Area Expansion.

Discussion:
On March 18, 2025, the City Council adopted Ordinance No. 2024-20 expanding the boundaries of the Northeast Community Redevelopment Area (CRA). As a result of the expansion, Lake County requested that the City enter into an Interlocal Agreement (ILA) pursuant to Section 163.387(3)(b), Florida Statutes, to establish alternative provisions governing the distribution of tax increment revenues generated within the CRA expansion area. On January 20, 2026, the Lake County Board of County Commissioners approved two alternative Interlocal Agreement proposals and formally requested that both options be presented to the Mount Dora City Council for consideration.

Both proposed Interlocal Agreements address the allocation of tax increment revenues generated within the Northeast CRA Expansion Area and allow Lake County to retain a portion of its tax increment revenues for general governmental purposes, including ambulance services. Key elements common to both proposals include:

- Continued calculation of tax increment revenues pursuant to Chapter 163, Florida Statutes

- Lake County's retention of 100% of ambulance MSTU increment revenues

- Allocation of general fund increment revenues between Lake County and the CRA

- Commitment by Lake County to utilize retained revenues, where warranted, for transportation and infrastructure improvements within or adjacent to the CRA

OPTION 1 ("45%" Alternative): Northeast CRA receives 55% of the TIF and Lake County retains 45% of the incremental General Fund revenues for intersection improvements, sidewalks, and stormwater management associated with County owned and maintained roads within, near or adjacent to the Redevelopment Area including, but not limited to, State Road 44 (f/k/a County Road 44B) and U.S. 441.

OPTION 2 ("40%: Alternative): Northeast CRA receives 60% of the TIF and Lake County retains 40% of the incremental General Fund revenues. The County transfers to Mount Dora and Mount Dora accepts, any and all jurisdiction, ownership interest, operation and maintenance responsibilities that the County may have in the following roadways to include but not be limited to drainage facilities and sidewalks, if any:

- Limit Avenue from Donnelly Street to U.S. 441
- East 1st Avenue / Sanford Road from South Highland to Pinecrest Road
- Old Highway 441 / Highland Street from East 5th Avenue to Orange County Line
- Old Highway 441 / East 5th Avenue from Tremain Street to Highland Street
- Old Highway 441 / East 5th Avenue from McDonald Street to Alexander Street

TIF Projections

All Land Value, Phase One Commercial, All Residential & Phase 2 Commercial 55% TIF	
Total City TIF	**$9,443,276**
Total County TIF	**$7,534,236**
Total TIF	**$14,604,072**
All Land Value, Phase One Commercial, All Residential & Phase 2 Commercial 60% TIF	
Total City TIF	**$10,301,756**
Total County TIF	**$8,219,166**
Total TIF	**$17,524,886**

Budget Impact:
Approval of either Interlocal Agreement will reduce the amount of tax increment revenue deposited into the Northeast CRA Trust Fund from the expansion area. The precise fiscal impact will vary depending on which agreement is selected and future taxable value growth within the expansion area.

Strategic Impact:
CRA revenue policy decisions are a core fiscal governance function and align with using restricted funds to the fullest ability and managing long-term financial sustainability.

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure
Goal 7: Develop new infrastructure to support sustainable growth management

Strategic Initiative 5 – Invest in Fiscal and Human Resources
Goal 13: Identify and seek alternative funding sources.

Recommendation:

Approve one of the proposed Interlocal Agreements between the City of Mount Dora and Lake County regarding tax increment revenues for the Northeast Community Redevelopment Area expansion, and authorize the Mayor to execute the approved agreement on behalf of City Council.

Note: The selected agreement will require Northeast-CRA Governing Board consideration.

Attachment(s):

1. Mount Dora - Lake County ILA (Increment Revenue Reduction 45%) OPTION 1
2. Mount Dora - Lake County ILA (Increment Revenue Reduction 40%) OPTION 2

Prepared by: Vince Sandersfeld, City Manager
Reviewed by:

Adam Sumner, Community Development Director	Approved - 1/21/2026
Matthew Dodson, Budget Officer	Approved - 1/22/2026
Jennifer Gates, Finance Director	Approved - 1/23/2026
City Attorney, City Attorney	Approved - 1/28/2026
Jeanann Hand, City Clerk	Approved - 1/28/2026
Vince Sandersfeld, City Manager	Final Approval - 1/28/2026

INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
CITY OF MOUNT DORA, FLORIDA
REGARDING TAX INCREMENT REVENUES

THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between **LAKE COUNTY**, a political subdivision existing under the Constitution and State Laws of Florida ("County"), the **CITY OF MOUNT DORA**, a municipal corporation existing under the State of Laws of Florida ("Mount Dora"), and the **NORTHEAST COMMUNITY REDEVELOPMENT AGENCY**, a dependent special district ("Agency"); collectively (the "Parties").

WHEREAS, Lake County is a non-chartered political subdivision of the State of Florida; and

WHEREAS, Mount Dora is a municipal corporation existing under the laws of State of Florida; and

WHEREAS, Chapter 163, Part III, Florida Statutes, known as the "Community Redevelopment Act of 1969" (the "Redevelopment Act") governs the creation and operation of community redevelopment agencies; and

WHEREAS, pursuant to the Redevelopment Act, the City of Mount Dora created the Northeast Community Redevelopment Agency within its boundaries, which is a duly created and existing community redevelopment agency authorized to receive "increment revenues" ("Increment") as defined in Section 163.340(22), Florida Statutes, and calculated pursuant to Section 163.387(1), Florida Statutes; and

WHEREAS, the Agency oversees the Trust Fund for the Northeast Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, on March 18, 2025, Mount Dora adopted Ordinance No. 2024-20, modifying the boundaries of the Redevelopment Area and adopting the Northeast Community Agency Redevelopment Plan 2024; and

WHEREAS, the area of the Agency's boundary expansion adopted via Ordinance No. 2024-20 (as may have been subsequently amended to correct any scrivener's errors) is described and graphically depicted in **Exhibit A,** attached hereto (the "Expansion Area"); and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," (the "Cooperation Act") permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties find this Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties, and purposes authorized by law; and

WHEREAS, this Interlocal Agreement is entered into pursuant to the powers and authority granted to the Parties under the Constitution and laws of the State of Florida, including, but not limited to the authority of Section 163.01, Florida Statutes; and

WHEREAS, Section 163.387(3)(b), Florida Statutes, provides that alternate provisions contained in an interlocal agreement between a taxing authority and the governing body that created the community redevelopment agency may supersede the provisions of this section with respect to that taxing authority; and

WHEREAS, the Parties wish to enter into this Agreement pursuant to provisions of Section 163.387(3)(b); and

WHEREAS, the Parties are in agreement that a portion of the current amount of Increment as calculated pursuant to Section 163.387(1) paid by the Parties to the Trust Fund of the Redevelopment Area is not currently necessary for redevelopment purposes; and

WHEREAS, the Parties are in agreement that reduction of such Increment paid by Lake County and Mount Dora would allow both entities to use the funds comprising such reduction for general governmental purposes (as well ambulance services in the case of Lake County); and

WHEREAS, the Parties wish to exercise jointly their common powers and authority concerning the amount of appropriation of Increment to the Trust Fund for the Redevelopment Area which will result in Lake County's and Mount Dora's retention of a portion of each Party's Increment payment calculated pursuant to Section 163.387(1), Florida Statutes, as specified herein.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

ARTICLE I
INTRODUCTION

Section 1.01 **Authority.** This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, the Redevelopment Act, and other applicable laws.

Section 1.02 **Recitals and Exhibits.** The recitals so stated are true and correct and by this reference are incorporated herein.

Section 1.03 **Authority to Contract.** The execution of this Interlocal Agreement has been duly authorized by the appropriate official bodies of the Parties, each Party has complied with all applicable requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

ARTICLE II
INCREMENT REVENUES

Section 2.01 **Northeast Community Redevelopment Area.** The Parties agree that Increment for the Redevelopment Area shall continue to be calculated pursuant to Section 163.387(1) of the Act.

(i) Notwithstanding same, commencing on January 1, 2026, and on each January 1 thereafter for the duration of the time period that Increment for the Redevelopment Area accruable to Lake County continues to become due, Lake County shall, as consideration for entering into this Agreement:

(a) Retain **Forty Five Percent (45%)** of the portion of such Increment accruable to and payable from Lake County's General Fund which is derived from the Expansion Area.

(b) Retain **One Hundred Percent** (**100%)** of the portion of such Increment accruable to and payable from Lake County's Ambulance MSTU which is derived from the Redevelopment Area including the Expansion Area.

(ii) Notwithstanding same, commencing on January 1, 2026, and on each January 1 thereafter for the duration of the time period that Increment for the Redevelopment Area accruable to Agency continues to become due, Agency shall, as consideration for entering into this Agreement retain **Fifty Five Percent (55%)** of the portion of such Increment accruable to and payable from Lake County's General Fund which is derived from the Expansion Area.

(iii) Lake County hereby agrees, to the extent possible and where warranted, to use its share of the retained incremental General Fund revenues for intersection improvements, sidewalks, and stormwater management associated with County owned and maintained roads within, near or adjacent to the Redevelopment Area including, but not limited to, State Road 44 (f/k/a County Road 44B) and U.S. 441.

ARTICLE III
MISCELLANEOUS PROVISIONS

Section 3.01 **Limitations on Governmental Liability.** Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability of any of the Parties beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or other statutes. Nothing in this Interlocal Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 3.02 **Negotiation at Arm's Length.** This Interlocal Agreement has been negotiated fully between the Parties as an arm's length transaction and with the assistance of legal counsel. All Parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, the Parties are deemed

to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against any of the Parties.

Section 3.03 Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified by written notice to the other Parties delivered in accordance herewith.

If to Lake County:	County Manager P.O. Box 7800 Tavares, Florida 32778
With a copy to:	Lake County Attorney P.O. Box 7800 Tavares, Florida 32778
If to Mount Dora/Agency:	City Manager 510 North Baker Street Mount Dora, Florida 32757
With a copy to:	Andrew J. Hand/Patrick Brackins Shepard, Smith, Hand & Brackins, PA 2300 Maitland Center Parkway Suite 100 Maitland, Florida 32751

Section 3.04 Assignment or Transfer. No Party may assign or transfer its rights or obligations under this Interlocal Agreement to another unit of local government, political subdivision, or agency of the State of Florida without the prior written consent of the other Parties. No Party may transfer its rights or obligations under this Interlocal Agreement to a private party or entity.

Section 3.05 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Lake County, Mount Dora, the Agency, and their respective successors.

Section 3.06 Filing. The Mount Dora City Clerk is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the Parties and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court in Lake County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 3.07 Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in Lake County, Florida for any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement.

Section 3.08 Severability. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced and the intentions of the Parties can continue to be effected.

Section 3.09 Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 3.10 No Third-Party Beneficiaries. This Agreement is an administrative agreement generated solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason of or for the benefit of any third-party. Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors, and assigns.

Section 3.11 Mutual Cooperation. The Parties agree to cooperate and deliver any further documents or perform any additional acts to accomplish the agreements set forth herein.

Section 3.12 Construction. This Interlocal Agreement is the result of the negotiations among and between the Parties and such that all Parties have contributed materially and substantially to its preparation and shall not be construed more strictly against one party than the other.

Section 3.13 Intent and Interpretation. This Agreement shall not be construed as modifying or altering the governmental powers of the Parties as they now exist or may be modified in the future, except as are lawfully and expressly provided by the terms of this Agreement.

Section 3.14 Entire Agreement. This instrument and its exhibits constitute the entire agreement between the Parties and supersede all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

Section 3.15 Effective Date. This Interlocal Agreement shall become effective upon the filing of same pursuant to Section 3.06 above.

IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

COUNTY

ATTEST:

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

_____
Gary Cooney, Clerk
Board of County Commissioners
Of Lake County, Florida

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

CITY OF MOUNT DORA, FLORIDA

By:_____
James L. Homich Mayor

This ___ day of _____, 2026.

Attest:

By:_____
Jeanann Hand, Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO CITY OF MOUNT DORA ONLY.

_____
Patrick Brackins/Andrew J. Hand, City Attorney

NORTHEAST COMMUNITY REDEVELOPMENT AGENCY

By:_____
James L. Homich, Chair

This ___ day of _____, 2026.

Attest:

By:_____
Jeanann Hand, Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO AGENCY ONLY.

_____
Patrick Brackins/Andrew J. Hand, City Attorney

EXHIBIT A: LEGAL DESCRIPTION OF EXPANSION AREA

Legal Description of Expansion Area

The following narrative summarizes the parcels contained within the proposed Northeast CRA expansion area and their associated legal descriptions. Taken in total the following narrative comprises all of the individual parcels' legal descriptions for the proposed expansion area. Please note that this does not constitute an official survey legal description of the proposed expansion area boundaries as may be prepared by a licensed surveyor but represents a summary of the individual TIF-Contributing participating parcels' legal descriptions as provided by Lake County's Property Appraiser's Office and used verbatim

1. **Alternate Key: 1445647**

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 89-43-39 WEST ALONG THE SOUTH LINE 1329.70 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE RUN NORTH 04-15-21 EAST 43.50 FEET FOR THE POINT OF BEGINNING, THENCE RUN NORTH 89-26-19 WEST 366.84 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 385 FEET, A CHORD BEARING OF NORTH 65-23-56 WEST AND A CHORD DISTANCE OF 85.63 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 12-46-11 FOR A DISTANCE OF 85.81 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 223 FEET, A CHORD BEARING OF NORTH 82-59-34 WEST AND A CHORD DISTANCE OF 181.25 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 47-57-27 FOR A DISTANCE OF 186.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 82-37-42 WEST AND A CHORD DISTANCE OF 20.61 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 48-41-09 FOR A DISTANCE OF 21.24 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 63.43 FEET, A CHORD BEARING OF NORTH 64-59-35 WEST AND A CHORD DISTANCE OF 14.82 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 13-24-54 FOR 14.85 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 54-51-38 WEST AND A CHORD DISTANCE OF 14.48 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 33-40-47 FOR A DISTANCE OF 14.70 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 47 FEET, A CHORD BEARING OF NORTH 18-27-50 WEST AND A CHORD DISTANCE OF 31.47 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 39-06-50 FOR A DISTANCE OF 32.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 120 FEET, A CHORD BEARING OF NORTH 18-22-41 EAST AND A CHORD DISTANCE OF 71.31 FEET THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 34-34-11 FOR 72.40 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 432 FEET, A CHORD BEARING OF NORTH 22-16-01 EAST AND A CHORD DISTANCE OF 200.17 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 26-47-31 FOR A DISTANCE OF 202.01 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN SOUTH 89-51-30 EAST 643.79 FEET, THENCE RUN SOUTH 04-15-21 WEST 361.11 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID LIMIT AVE THENCE RUN NORTH 89-26-19 WEST ALONG SAID NORTH RIGHT OF WAY LINE 35.07 FEET TO THE POINT OF BEGINNING ORB 6310 PG 556 560 ORB 6339 PG 151 178

2. **Alternate Key: 3816281**

SUNSET HEIGHTS PB 3 PG 34 FROM THE WEST 1/4 CORNER OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF FIDDLER AVENUE PB 76 PG 30, RUN SOUTH 06-13-22 WEST ALONG THE WEST LINE 1285.04 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20 RUN NORTH 89-55-02 EAST ALONG THE NORTH LINE 693.25 FEET FOR POINT OF BEGINNING, THENCE NORTH 05-14-16 EAST 1204.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25 FEET WITH A CHORD BEARING OF NORTH 47-23-15 EAST AND A CHORD DISTANCE OF 33.55 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 84-17-59 FOR A DISTANCE OF 36.78 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 89-32-15 EAST 139.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONVAVE SOUTHWESTERLY HAVING A RADIUS OF 120 FEET WITH A CHORD BEARING OF SOUTH 75-30-02 EAST AND A CHORD DISTANCE OF 61.96 FEET THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 29-55-28 FOR A DISTANCE OF 62.67 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 60-32-18 EAST 330.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 102 FEET, A CHORD BEARING OF SOUTH 43-18-35 EAST AND A CHORD DISTANCE OF 60.42 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 34-27-25 61.34 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 26-04-53 EAST 67.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 107.50 FEET, A CHORD BEARING OF SOUTH 57-15-32 EAST AND A CHORD DISTANCE OF 111.30 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 62-21-18 FOR A DISTANCE OF 116.99 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADUS OF 77 FEET, A CHORD BEARING OF SOUTH 60-29-25 EAST AND A CHORD DISTANCE OF 72.17 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 55-53-30 FOR A DISTANCE OF 75.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 95 FEET, A CHORD BEARING OF SOUTH 40-59-15 EAST AND A CHORD DISTANCE OF 27.90 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 16-53-09 FOR A DISTANCE OF 28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 75 FEET, A CHORD BEARING OF SOUTH 29-21-24 EAST AND A CHORD DISTANCE OF 51.48 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 40-08-51 FOR A DISTANCE OF 52.55 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 459.78 FEET, A CHORD BEARING OF SOUTH 05-03-19 EAST AND A CHORD DISTANCE OF 67.79 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 08-27-20 FOR A DISTANCE OF 67.85 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 44-58-10 WEST AND A CHORD DISTANCE OF 35.84 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 91-35-38 FOR A DISTANCE OF 39.97 FEET TO A POINT OF NON-TANGENCY, THENCE RUN SOUTH 00-45-59 WEST 60 FEET, THENCE RUN NORTH 89-14-01 WEST 178.17 FEET, THENCE RUN SOUTH 06-06-46 WEST 630.61 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, RUN SOUTH 04-15-21 WEST 884.99 FEET, NORTH 89-51-30 WEST 643.79 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 432 FEET WITH A CHORD BEARING OF NORTH 07-03-15 EAST AND A CHORD DISTANCE OF 27.39 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 03-38-00 FOR A DISTANCE OF 27.39 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 05-14-16 EAST 856.44 FEET TO THE POINT OF BEGINNING ORB 6309 PG 2324 2330

3. **Alternate Key: 1445698**

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 02-18-14 EAST ALONG EAST LINE 2392.23 FEET, NORTH 87-41-46 WEST 421.40 FEET OT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441 FOR THE POINT OF BEGINNING, THENCE RUN SOUTH 55-52-54 WEST 318.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 360 FEET, A CHORD BEARING OF SOUTH 67-34-19 WEST AND A CHORD DISTANCE OF 145.89 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 23-22-50 FOR A DISTANCE OF 146.91 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 79-15-44 WEST 38.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100 FEET, A CHORD BEARING OF SOUTH 58-26-59 WEST AND A CHORD DISTANCE OF 71.06 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 41-37-30 FOR A DISTANCE OF 72.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 95 FEET, A CHORD BEARING OF SOUTH 41-24-01 WEST, AND A CHORD DISTANCE OF 12.47 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 07-31-33 FOR A DISTANCE OF 12.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 135 FEET, A CHORD BEARING OF SOUTH 24-20-29 WEST, AND A CHORD DISTANCE OF 95.98 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 41-38-37 FOR A DISTANCE OF 98.12 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 03-31-10 WEST 30.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 42-51-25 EAST, AND A CHORD DISTANCE OF 36.19 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 92-45-11 FOR A DISTANCE OF 40.47 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN SOUTH 00-45-59 WEST 60 FEET RUN NORTH 89-14-01 WEST 106.11 FEET NORTH 00-45-59 EAST 60 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 44-58-10 EAST, AND A CHORD DISTANCE OF 35.84 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 91-35-58 FOR A DISTANCE OF 39.97 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 459.78 FEET, A CHORD BEARING OF NORTH 05-03-19 WEST AND A CHORD DISTANCE OF 67.79 FEET, THENCE TURN NORTHELY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 08-27-20 FOR A DIST OF 67.85 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCVAE SOUTHWESTERLY, HAVING A RADIUS OF 75 FEET A CHORD BEARING OF NORTH 29-21-24 WEST AND A CHORD DISTANCE OF 51.48 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 40-08-51 FOR A DISTANCE OF 52.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 95 FEET, A CHORD BEARING OF NORTH 40-59-15 WEST AND A CHORD DISTANCE OF 27.90 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 16-53-09 FOR A DISTANCE OF 28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77 FEET, A CHORD BEARING OF NORTH 60-29-25 WEST, AND A CHORD DISTANCE OF 72.17 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 55-53-30 FOR A DISTANCE OF 75.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 107.50 FEET, A CHORD BEARING OF NORTH 57-15-32 WEST, AND A CHORD DISTANCE OF 111.30 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 62-21-18 FOR A DISTANCE OF 116.99 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 26-04-53 WEST 67.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 102 FEET, A CHORD BEARING OF NORTH 43-18-35 WEST AND A CHORD DISTANCE OF 60.42 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 34-27-25 FOR A DISTANCE OF 61.34 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 60-32-18 WEST 330.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 120 FEET, A CHORD BEARING OF NORTH 75-30-02

WEST, AND A CHORD DISTANCE OF 61.96 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 29-55-28 FOR A DISTANCE OF 62.67 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 89-32-15 WEST 139.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING SOUTH 47-23-15 WEST AND A CHORD DISTANCE OF 33.55 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 84-17-59 FOR A DISTANCE OF 36.78 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 05-14-16 WEST 2060.79 FEET TO THE POINT OF CURVATURE OF A CURVE WESTERLY HAVING A RADIUS OF 432 FEET, A CHORD BEARING OF SOUTH 20-27-01 WEST, AND A CHORD DISTANCE OF 226.71 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 30-25-31 FOR A DISTANCE OF 229.40 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE EASTERLY HAVING A RADIUS OF 120 FEET, A CHORD BEARING OF SOUTH 18-22-41 WEST, AND A CHORD DISTANCE OF 71.31 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 34-34-11 FOR A DISTANCE OF 72.40 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 47 FEET, A CHORD BEARING OF SOUTH 08-30-00 EAST AND A CHORD DISTANCE OF 15.67 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 19-11-22 FOR A DISTANCE OF 15.74 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN SOUTH 71-54-14 WEST 52.35 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 170 FEET, A CHORD BEARING OF NORTH 12-50-25 EAST, AND A CHORD DISTANCE OF 131.88 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 45-38-42 FOR A DISTANCE OF 135.43 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 382 FEET, A CHORD BEARING OF NORTH 20-27-01 EAST AND A CHORD DISTANCE OF 200.47 FEET, THENCE RUN NORTHELY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 30-25-31 FOR A DISTANCE OF 202.85 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 05-14-16 EAST 2138.72 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 20, THENCE RUN NORTH 89-32-15 EAST ALONG SAID NORTH LINE 206.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 180 FEET A CHORD BEARING OF SOUTH 75-30-02 EAST AND A CHORD DISTANCE OF 92.95 FEET, THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 29-55-28 FOR A DISTANCE OF 94.01 FEET TO THE POINT OF TANGENCY RUN SOUTH 60-32-18 EAST 355.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 180 FEET, A CHORD BEARING OF SOUTH 50-21-18 EAST, AND A CHORD DISTANCE OF 63.65 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 20-21-59 FOR A DISTANCE OF 63.98 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 40-10-19 EAST FOR 37.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 182 FEET, A CHORD BEARING OF SOUTH 45-31-44 EAST, AND A CHORD DISTANCE OF 33.98 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 10-42-49 FOR A DIST OF 34.03 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 50-53-08 EAST 20.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 77 FEET, A CHORD BEARING OF SOUTH 87-10-36 EAST, AND A CHORD DISTANCE OF 91.15 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 72-34-55 FOR A DISTANCE OF 97.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 95 FEET A CHORD BEARING OF SOUTH 85-38-12 EAST AND A CHORD DISTANCE OF 116.53 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 75-39-41 FOR A DISTANCE OF 125.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 100 FEET, A CHORD BEARING OF SOUTH 76-20-01 EAST AND A CHORD DISTANCE OF 95.52 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 57-03-18 FOR A DISTANCE OF 99.58 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 300 FEET, A CHORD BEARING OF NORTH 60-51-21 EAST AND A CHORD DISTANCE OF 148.03 FEET, THENCE RUN

NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 28-33-58 FOR A DISTANCE OF 149.57 FEET TO THE POINT OF TANGENCY THENCE RUN NORTH 46-34-22 EAST 284.31 FEET, RETURNING TO A POINT ON AFORESAID SOUTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1810.08 FEET, A CHORD BEARING OF SOUTH 40-16-31 EAST AND A CHORD DISTANCE OF 15.58 FEET, THENCE RUN SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 00-28-36 FOR A DISTANCE OF 15.59 FEET TO THE POINT OF TANGENCY THENCE RUN SOUTH 40-01-43 EAST 108.13 FEET TO THE POINT OF BEGINNING ORB 6310 PG 556 560 ORB 6339 PG 151 178

4. **Alternate Key: 1445710**

FROM THE SOUTHEAST CORNER OF SANDY RIDGE REPLAT PB 78 PG 76 THENCE NORTH 89-32-15 EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST 59.93 FEET FOR POINT OF BEGINNING, RUN NORTH 00-21-47 WEST 564.14 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF US HIGHWAY 441, THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 89-56-48 EAST 71.96 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHERLY THENCE 1530.05 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1810.08 FEET, A CENTRAL ANGLE OF 48-25-54 AND A CHORD BEARING AND DISTANCE OF SOUTH 65-50-45 EAST 1484.90 FEET, THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE ALONG A NON-RADIAL LINE OF SOUTH 02-44-55 WEST 50.50 FEET, THENCE SOUTH 46-34-22 WEST 249.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, THENCE 149.57 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 300 FEET, A CENTRAL ANGLE OF 28-33-58 AND A CHORD BEARING AND DISTANCE OF SOUTH 60-51-21 WEST 148.03 FEET TO A POINT OF COMPOUND CURVATURE, THENCE 99.58 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 100 FEET, A CENTRAL ANGLE OF 57-03-18 AND A CHORD BEARING AND DISTANCE OF NORTH 76-20-01 WEST 95.52 FEET TO A POINT OF REVERSE CURVATURE, THENCE 125.45 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 95 FEET, A CENTRAL ANGLE OF 75-39-44 AND A CHORD BEARING AND DISTANCE OF NORTH 85-38-12 WEST 116.53 FEET TO A POINT OF REVERSE CURVATURE, THENCE 97.54 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 77 FEET, A CENTRAL ANGLE OF 72-34-55 AND A CHORD BEARING AND DISTANCE OF NORTH 87-10-36 WEST 91.15 FEET TO A POINT OF TANGENCY, THENCE NORTH 50-53-08 WEST 20.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, THENCE 34.03 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 182 FEET, A CENTRAL ANGLE OF 10-42-49 AND A CHORD BEARING AND DISTANCE OF NORTH 45-31-44 WEST 33.98 FEET TO A POINT OF TANGENCY, THENCE NORTH 40-10-19 WEST 37.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, THENCE 63.98 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 180 FEET, A CENTRAL ANGLE OF 20-21-59 AND A CHORD BEARING AND DISTANCE OF NORTH 50-21-18 WEST 63.65 FEET TO A POINT OF TANGENCY, THENCE NORTH 60-32-18 WEST 355.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, THENCE 94.01 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 180 FEET, A CENTRAL ANGLE OF 29-55-28 AND A CHORD BEARING AND DISTANCE OF NORTH 75-30-02 WEST 92.95 FEET TO A POINT OF TANGENCY, THENCE SOUTH 89-32-15 WEST 297.84 FEET TO THE POINT OF BEGINNING ORB 6309 PG 2340 2344

5. **Alternate Key: 3957318**

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 02-18-14 EAST ALONG THE EAST LINE 1294.87 FEET TO THE

SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SOUTH 89-55-02 WEST 802.02 FEET FOR THE POINT OF BEGINNING, THENCE CONTUNUE SOUTH 89-55-02 WEST 448.95 FEET, RUN NORTH 06-06-46 EAST 630.61 FEET, SOUTH 89-14-01 EAST 207.14 FEET, SOUTH 00-45-59 WEST 50 FEET, SOUTH 89-14-01 EAST 50 FEET, NORTH 00-45-59 EAST 50 FEET, SOUTH 89-14-01 EAST 27.14 FEET, NORTH 00-45-59 EAST 60 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 42-51-25 WEST AND A CHORD DISTANCE OF 36.19 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 92-45-11 FOR A DISTANCE OF 40.47 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 03-31-10 EAST 30.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 135 FEET, A CHORD BEARING OF NORTH 24-20-29 EAST AND A CHORD DISTANCE OF 95.98 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 41-38-37 FOR A DISTANCE OF 98.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 95 FEET, A CHORD BEARING OF NORTH 41-24-01 EAST AND A CHORD DISTANCE OF 12.47 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 07-31-33 FOR A DISTANCE OF 12.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100 FEET, A CHORD BEARING OF NORTH 58-26-59 EAST AND A CHORD DISTANCE OF 71.06 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 41-37-30 FOR A DISTANCE OF 72.65 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 79-15-44 EAST 38.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 360 FEET, A CHORD BEARING OF NORTH 67-34-19 EAST AND A CHORD DISTANCE OF 145.89 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANLGE OF 23-22-50 FOR A DISTA NCE OF 146.91 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 55-52-54 EAST 14.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 87-26-39 EAST AND A CHORD DISTANCE OF 29.86 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 73-20-56 FOR A DISTANCE OF 32 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF NORTH 89-36-03 EAST AND A CHORD DISTANCE OF 75.26 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 79-15-32 FOR A DISTANCE OF 81.62 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 49-58-17 EAST 148.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 85-01-43 EAST AND A CHORD DISTANCE OF 35.36 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 90-00-00 FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 40-04-43 EAST FOR A DISTANCE OF 517.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 04-54-25 AND A CHORD DISTANCE OF 35.32 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 89-52-14 FOR A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 49-50-32 WEST 84.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF SOUTH 09-50-50 WEST AND A CHORD DISTANCE OF 75.84 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 79-59-23 FOR A DISTANCE OF 82.37 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 45 FEET, A CHORD BEARING OF SOUTH 10-49-18 EAST AND A CHORD DISTANCE OF 29.78 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 38-39-05 FOR A DISTANCE OF 30.36 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN SOUTH 60-49-17 WEST 603 FEET, SOUTH 46-20-24 WEST 219.78 FEET TO THE POINT OF BEGINNING ORB 6309 PG 2335

6. Alternate Key: 3957326

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 02-18-14 EAST ALONG EAST LINE 1870.42 FEET, NORTH 87-41-46 WEST 45.96 FEET FOR THE BEGINNING, RUN SOUTH 49-50-32 WEST 44.32 FEET TO THE POINT OF

CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 65 FEET, A CHORD BEARING OF SOUTH 29-53-50 WEST AND A CHORD DISTANCE OF 44.35 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 39-53-23 FOR A DISTANCE OF 45.25 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20 FEET, A CHORD BEARING OF SOUTH 38-20-10 EAST AND A CHORD DISTANCE OF 29.86 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 96-34-37 FOR A DISTANCE OF 33.71 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN SOUTH 49-58-47 WEST 48.69 FEET, SOUTH 60-49-17 WEST FOR A DISTANCE OF 21.77 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 45 FEET, A CHORD BEARING OF NORTH 10-49-18 WEST AND A CHORD DISTANCE OF 29.78 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 38-39-05 FOR A DISTANCE OF 30.36 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF NORTH 09-50-50 EAST AND A CHORD DISTANCE OF 75.84 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 79-59-23 FOR A DISTANCE OF 82.37 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 49-50-32 EAST 84.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 04-54-25 EAST AND A CHORD DISTANCE OF 35.32 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 89-52-14 FOR A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 40-01-43 WEST 517.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 85-01-43 WEST AND A CHORD DISTANCE OF 35.35 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 90-00-00 FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 49-58-17 WEST 148.22 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF SOUTH 89-36-03 WEST AND A CHORD DISTANCE OF 75.263 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 79-15-32 FOR A DISTANCE OF 81.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 87-26-39 WEST AND A CHORD DISTANCE OF 29.86 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 73-20-56 FOR A DISTANCE OF 32 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN NORTH 55-52-54 EAST 82.11 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 10 FEET, A CHORD BEARING OF SOUTH 20-19-43 EAST AND A CHORD DISTANCE OF 19.42 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 152-25-13 FOR A DISTANCE OF 26.60 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 45 FEET, A CHORD BEARING OF NORTH 66-42-59 EAST, AND A CHORD DISTANCE OF 25.93 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 33-29-23 FOR A DISTANCE OF 26.30 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 49-58-17 EAST 128.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF SOUTH 85-01-43 EAST AND A CHORD DISTANCE OF 83.44 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 90-00-0 FOR A DISTANCE OF 92.68 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 40-01-43 EAST 517.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF SOUTH 04-54-24 WEST AND A CHORD DISTANCE OF 83.34 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 89-52-14 FOR A DISTANCE OF 92.54 FEET TO THE POINT OF BEGINNING ORB 6310 PG 556 560 ORB 6339 PG 151 178

7. Alternate Key: 3957324

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST, RUN NORTH 02-18-14 EAST ALONG SAID EAST LINE 1851.17 FEET FOR THE POINT OF BEGINNING, THENCE RUN SOUTH 48-58-47 WEST 107.86 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20 FEET, A CHORD BEARING OF NORTH 38-20-10 WEST AND A CHORD DISTANCE OF 29.86 FEET, THENCE RUN NORTHWESTERLY ALONG

THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 96-34-37 FOR A DISTANCE OF 33.71 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTLY HAVING A RADIUS OF 65 FEET, A CHORD BEARING OF NORTH 29-53-50 EAST AND A CHORD DISTANCE OF 44.35 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 39-53-23 FOR A DISTANCE OF 45.25 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 49-50-32 EAST FOR A DISTANCE OF 44.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF NORTH 04-54-25 EAST AND A CHORD DISTANCE OF 83.34 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 89-52-15 FOR A DISTANCE OF 92.54 FEET TO THE POINT OF TANGENCY THENCE RUN NORTH 40-04-43 WEST 517.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 59 FEET A CHORD BEARING OF NORTH 85-01-43 WEST, AND A CHORD DISTANCE OF 83.44 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 90-00-00 FOR A DISTANCE OF 92.68 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 49-58-17 WEST 128.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 45 FEET, A CHORD BEARING OF SOUTH 66-42-59 WEST AND A CHORD DISTANCE OF 25.93 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE FOR A DISTANCE OF 26.30 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 10 FEET, A CHORD BEARING OF NORTH 20-19-43 WEST AND A CHORD DISTANCE OF 19.42 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 152-25-13 FOR A DISTANCE OF 26.60 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 55-52-54 EAST 221.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, THENCE RUN SOUTH 40-01-43 EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 683.77 FEET, SOUTH 49-58-47 WEST 52.85 FEET TO THE POINT OF BEGINNING ORB 6310 PG 556 560 ORB 6339 PG 151 178

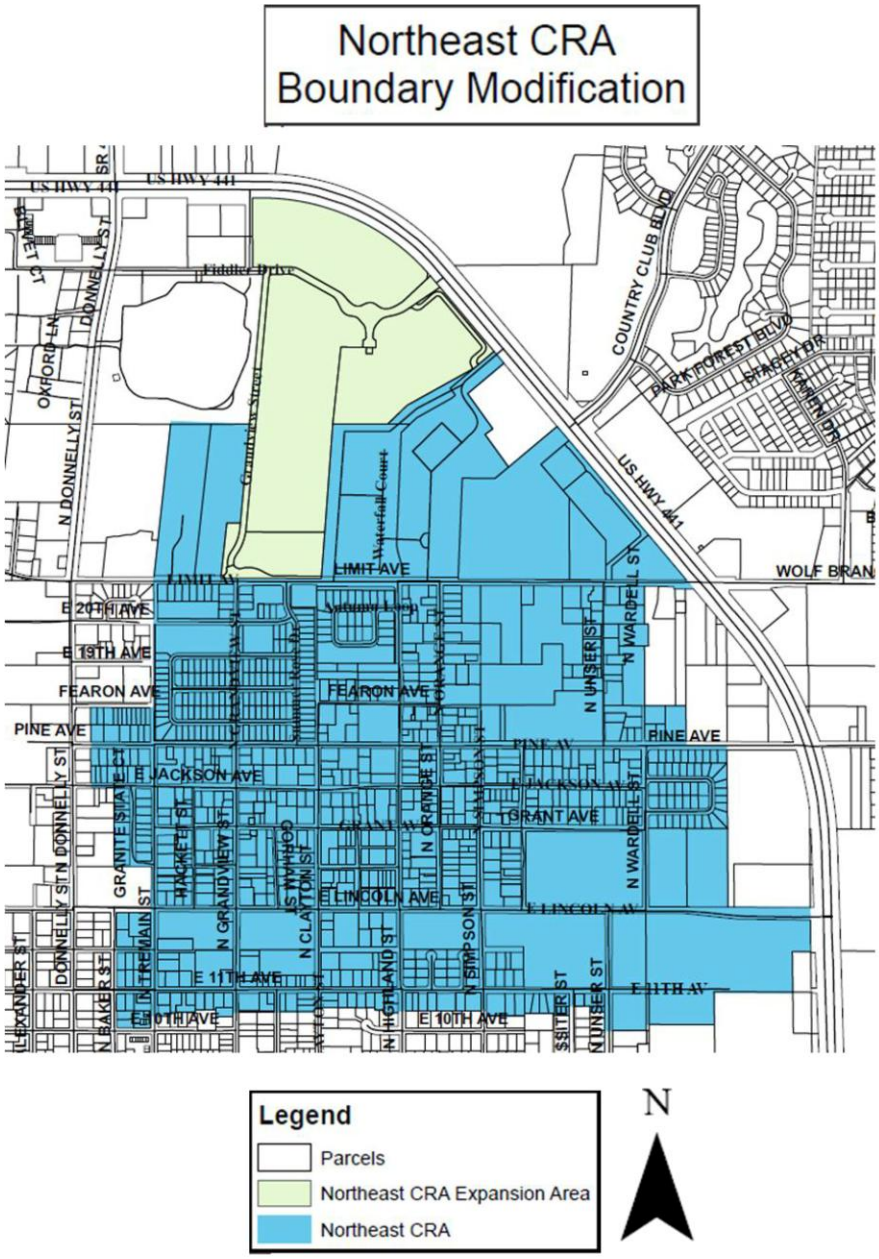
8. **Alternate Key: 3957322**

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 RUN NORTH 02-18-14 EAST 1854.40 FEET, THENCE NORTH 89-14-01 WEST 949.95 FEET FOR THE POINT OF BEGINNING, RUN NORTH 89-14-01 WEST 50 FEET, NORTH 00-45-59 EAST 50 FEET, SOUTH 89-14-01 EAST 50 FEET, SOUTH 00-45-59 WEST 50 FEET TO THE POINT OF BEGINNING ORB 6310 PG 556 560 ORB 6339 PG 151 178

9. Alternate Key: 3957321

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 89-43-39 WEST ALONG THE SOUTH LINE 2113.24 FEET, NORTH 06-12-46 EAST 44.44 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06-12-46 EAST 433.13 FEET, SOUTH 89-43-39 EAST 110.53 FEET, SOUTH 05-14-16 WEST 41.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 382 FEET, A CHORD BEARING OF SOUTH 20-27-01 WEST AND A CHORD DISTANCE OF 200.47 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 30-25-31 FOR A DISTANCE OF 202.85 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 170 FEET, A CHORD BEARING OF SOUTH 12-50-25 WEST AND A CHORD DISTANCE OF 131.88 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 45-38-42 FOR A DISTANCE OF 135.43 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN SOUTH 67-46-50 WEST 12.26 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 182 FEET, A CHORD BEARING OF SOUTH 12-43-04 EAST AND A CHORD DISTANCE OF 12.18 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 03-50-05 FOR A DISTANCE OF 12.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 55 FEET, A CHORD BEARING OF SOUTH 09-36-56 EAST AND A CHORD DISTANCE OF 9.62 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 10-02-21 FOR A DISTANCE OF 9.64 FEET TO THE POINT OF

COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 10-16-17 WEST AND A CHORD DISTANCE OF 12.83 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 29-44-04 FOR A DIST OF 12.97 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 65 FFET, A CHORD BEARING OF SOUTH 20-46-30 WEST AND A CHORD DISTANCE OF 9.89 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 08-43-39 FOR A DISTANCE OF 9.90 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 29-47-25 WEST AND A CHORD DISTANCE OF 11.57 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 26-45-29 FOR A DISTANCE OF 11.68 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 65 FEET, A CHORD BEARING OF SOUTH 53-55-28 WEST AND A CHORD DISTANCE OF 24.26 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 21-30-38 FOR A DISTANCE OF 24.40 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN NORTH 89-53-17 EAST 16.03 FEET TO THE POINT OF BEGINNING ORB 6310 PG 556 560 ORB 6339 PG 151 178


Northeast CRA
Boundary Modification
US HWY 441
COUNTRY CLUB BLVD
PARK FOREST BLVD
BRAEFY DR
N DONNELLY ST
Fiddler Drive
Granada Street
Waterfall Court
LIMIT AVE
WOLF BRAN
E 20TH AVE
E 19TH AVE
FEARON AVE
PINE AVE
N WARDELL ST
E JACKSON AVE
E GRANT AVE
N GRANGE ST
N GRANDVIEW ST
N CLAYTON ST
E LINCOLN AVE
N HIGHLAND ST
N SIMPSON ST
E 11TH AVE
E 10TH AVE
N BAKER ST
Legend
Parcels
Northeast CRA Expansion Area
Northeast CRA
N

INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
CITY OF MOUNT DORA, FLORIDA
REGARDING TAX INCREMENT REVENUES

THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between **LAKE COUNTY**, a political subdivision existing under the Constitution and State Laws of Florida ("County") the **CITY OF MOUNT DORA**, a municipal corporation existing under the State Laws of Florida ("Mount Dora") and the **NORTHEAST COMMUNITY REDEVELOPMENT AGENCY**, a dependent special district ("Agency"); collectively (the "Parties").

WHEREAS, Lake County is a non-chartered political subdivision of the State of Florida; and

WHEREAS, Mount Dora is a municipal corporation existing under the laws of State of Florida; and

WHEREAS, Chapter 163, Part III, Florida Statutes, known as the "Community Redevelopment Act of 1969" (the "Redevelopment Act") governs the creation and operation of community redevelopment agencies; and

WHEREAS, pursuant to the Redevelopment Act, the City of Mount Dora created the Northeast Community Redevelopment Agency within its boundaries, which is a duly created and existing community redevelopment agency authorized to receive "increment revenues" ("Increment") as defined in Section 163.340(22), Florida Statutes, and calculated pursuant to Section 163.387(1), Florida Statutes; and

WHEREAS, the Agency oversees the Trust Fund for the Northeast Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, on March 18, 2025, Mount Dora adopted Ordinance No. 2024-20, modifying the boundaries of the Redevelopment Area and adopting the Northeast Community Agency Redevelopment Plan 2024; and

WHEREAS, the area of the Agency's boundary expansion adopted via Ordinance No. 2024-20 (as may have been subsequently amended to correct any scrivener's errors) is described and graphically depicted in **Exhibit A,** attached hereto (the "Expansion Area"); and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," (the "Cooperation Act") permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties find this Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties, and purposes authorized by law; and

WHEREAS, this Interlocal Agreement is entered into pursuant to the powers and authority granted to the Parties under the Constitution and laws of the State of Florida, including, but not limited to the authority of Section 163.01, Florida Statutes; and

WHEREAS, Section 163.387(3)(b), Florida Statutes, provides that alternate provisions contained in an interlocal agreement between a taxing authority and the governing body that created the community redevelopment agency may supersede the provisions of this section with respect to that taxing authority; and

WHEREAS, the Parties wish to enter into this Agreement pursuant to provisions of Section 163.387(3)(b); and

WHEREAS, the Parties are in agreement that a portion of the current amount of Increment as calculated pursuant to Section 163.387(1) paid by the Parties to the Trust Fund of the Redevelopment Area is not currently necessary for redevelopment purposes; and

WHEREAS, the Parties are in agreement that reduction of such Increment paid by Lake County and Mount Dora would allow both entities to use the funds comprising such reduction for general governmental purposes (as well ambulance services in the case of Lake County); and

WHEREAS, the Parties wish to exercise jointly their common powers and authority concerning the amount of appropriation of Increment to the Trust Fund for the Redevelopment Area which will result in Lake County's and Mount Dora's retention of a portion of each Party's Increment payment calculated pursuant to Section 163.387(1), Florida Statutes as specified herein.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

ARTICLE I
INTRODUCTION

Section 1.01 **Authority.** This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, the Redevelopment Act, and other applicable laws.

Section 1.02 **Recitals and Exhibits.**

The recitals so stated are true and correct and by this reference are incorporated herein.

Section 1.03 **Authority to Contract.** The execution of this Interlocal Agreement has been duly authorized by the appropriate official bodies of the Parties, each Party has complied with all applicable requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

ARTICLE II
INCREMENT REVENUES

Section 2.01 **Northeast Community Redevelopment Area.** The Parties agree that Increment for the Redevelopment Area shall continue to be calculated pursuant to Section 163.387(1) of the Act.

(i) Notwithstanding same, commencing on January 1, 2026, and on each January 1 thereafter for the duration of the time period that Increment for the Redevelopment Area accruable to Lake County continues to become due, Lake County shall, as consideration for entering into this Agreement:

(a) Retain **Forty Percent (40%)** of the portion of such Increment accruable to and payable from Lake County's General Fund which is derived from the Expansion Area.

(b) Retain **One Hundred Percent** (**100%)** of the portion of such Increment accruable to and payable from Lake County's Ambulance MSTU which is derived from the Redevelopment Area including the Expansion Area.

(ii) Notwithstanding same, commencing on January 1, 2026, and on each January 1 thereafter for the duration of the time period that Increment for the Redevelopment Area accruable to Agency continues to become due, Agency shall, as consideration for entering into this Agreement retain **Sixty Percent (60%)** of the portion of such Increment accruable to and payable from Lake County's General Fund which is derived from the Expansion Area.

(iii) As of the Effective Date of this Agreement, the County transfers to Mount Dora and Mount Dora accepts, any and all jurisdiction, ownership interest, operation and maintenance responsibilities that the County may have in the following roadways to include but not be limited to drainage facilities and sidewalks, if any:

- Limit Avenue from Donnelly Street to U.S. 441
- East 1st Avenue / Sanford Road from South Highland to Pinecrest Road
- Old Highway 441 / Highland Street from East 5th Avenue to Orange County Line
- Old Highway 441 / East 5th Avenue from Tremain Street to Highland Street
- Old Highway 441 / East 5th Avenue from McDonald Street to Alexander Street

Mount Dora shall execute the Affidavit Affecting Real Property to document the transfer of the above listed roads as depicted in **Exhibit B**, attached hereto and incorporated herein by reference.

ARTICLE III
MISCELLANEOUS PROVISIONS

Section 3.01 Limitations on Governmental Liability.

Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability of any of the Parties beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or other statutes. Nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 3.02 Negotiation at Arm's Length.

This Interlocal Agreement has been negotiated fully between the Parties as an arm's length transaction and with the assistance of legal counsel. All Parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against any of the Parties.

Section 3.03 Notices.

Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified by written notice to the other Parties delivered in accordance herewith.

If to Lake County:
County Manager
P.O. Box 7800
Tavares, Florida 32778

With a copy to:
Lake County Attorney
P.O. Box 7800
Tavares, Florida 32778

If to Mount Dora/Agency:
City Manager
510 North Baker Street
Mount Dora, Florida 32757

With a copy to:
Andrew J. Hand/Patrick Brackins
Shepard, Smith, Hand & Brackins, PA
2300 Maitland Center Parkway
Suite 100
Maitland, Florida 32751

Section 3.04 Assignment or Transfer.

No Party may assign or transfer its rights or obligations under this Interlocal Agreement to another unit of local government, political subdivision, or agency of the State of Florida without the prior written consent of the other Parties. No Party may transfer its rights or obligations under this Interlocal Agreement to a private party or entity.

Section 3.05 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the Lake County, Mount Dora, the Agency, and their respective successors.

Section 3.06 Filing.

The Mount Dora City Clerk is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the Parties and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court in Lake County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 3.07 Applicable Law and Venue.

This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in Lake County, Florida for any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement.

Section 3.08 Severability.

If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced and the intentions of the Parties can continue to be effected.

Section 3.09 Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 3.10 No Third-Party Beneficiaries.

This Agreement is an administrative agreement generated solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason of or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors, and assigns.

Section 3.11 Mutual Cooperation. The Parties agree to cooperate and deliver any further documents or perform any additional acts to accomplish the agreements set forth herein.

Section 3.12 Construction.

This Interlocal Agreement is the result of the negotiations among and between the Parties and such that all Parties have contributed materially and substantially to its preparation and shall not be construed more strictly against one party than the other.

Section 3.13 Intent and Interpretation.

This Agreement shall not be construed as modifying or altering the governmental powers of the Parties as they now exist or may be modified in the future, except as are lawfully and expressly provided by the terms of this Agreement.

Section 3.14 Entire Agreement.

This instrument and its exhibits constitute the entire agreement between the Parties and supersede all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

Section 3.15 Effective Date.

This Interlocal Agreement shall become effective upon the filing of same pursuant to Section 3.06 above.

IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

COUNTY

ATTEST:

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

_____
Gary Cooney, Clerk
Board of County Commissioners
Of Lake County, Florida

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

CITY OF MOUNT DORA, FLORIDA

By:_____
James L. Homich Mayor

This ___ day of _____, 2026.

Attest:

By:_____
Jeanann Hand, Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO CITY OF MOUNT DORA ONLY.

_____
Patrick Brackins/Andrew J. Hand, City Attorney

NORTHEAST COMMUNITY REDEVELOPMENT AGENCY

By:_____
James L. Homich, Chair

This ___ day of _____, 2026.

Attest:

By:_____
Jeanann Hand, Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO AGENCY ONLY.

_____
Patrick Brackins/Andrew J. Hand, City Attorney

EXHIBIT A: LEGAL DESCRIPTION OF EXPANSION AREA

Legal Description of Expansion Area

The following narrative summarizes the parcels contained within the proposed Northeast CRA expansion area and their associated legal descriptions. Taken in total the following narrative comprises all of the individual parcels' legal descriptions for the proposed expansion area. Please note that this does not constitute an official survey legal description of the proposed expansion area boundaries as may be prepared by a licensed surveyor but represents a summary of the individual TIF-Contributing participating parcels' legal descriptions as provided by Lake County's Property Appraiser's Office and used verbatim

1. **Alternate Key: 1445647**

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 89-43-39 WEST ALONG THE SOUTH LINE 1329.70 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE RUN NORTH 04-15-21 EAST 43.50 FEET FOR THE POINT OF BEGINNING, THENCE RUN NORTH 89-26-19 WEST 366.84 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 385 FEET, A CHORD BEARING OF NORTH 65-23-56 WEST AND A CHORD DISTANCE OF 85.63 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 12-46-11 FOR A DISTANCE OF 85.81 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 223 FEET, A CHORD BEARING OF NORTH 82-59-34 WEST AND A CHORD DISTANCE OF 181.25 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 47-57-27 FOR A DISTANCE OF 186.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 82-37-42 WEST AND A CHORD DISTANCE OF 20.61 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 48-41-09 FOR A DISTANCE OF 21.24 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 63.43 FEET, A CHORD BEARING OF NORTH 64-59-35 WEST AND A CHORD DISTANCE OF 14.82 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 13-24-54 FOR 14.85 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 54-51-38 WEST AND A CHORD DISTANCE OF 14.48 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 33-40-47 FOR A DISTANCE OF 14.70 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 47 FEET, A CHORD BEARING OF NORTH 18-27-50 WEST AND A CHORD DISTANCE OF 31.47 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 39-06-50 FOR A DISTANCE OF 32.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 120 FEET, A CHORD BEARING OF NORTH 18-22-41 EAST AND A CHORD DISTANCE OF 71.31 FEET THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 34-34-11 FOR 72.40 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 432 FEET, A CHORD BEARING OF NORTH 22-16-01 EAST AND A CHORD DISTANCE OF 200.17 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 26-47-31 FOR A DISTANCE OF 202.01 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN SOUTH 89-51-30 EAST 643.79 FEET, THENCE RUN SOUTH 04-15-21 WEST 361.11 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID LIMIT AVE THENCE RUN NORTH 89-26-19 WEST ALONG SAID NORTH RIGHT OF WAY LINE 35.07 FEET TO THE POINT OF BEGINNING ORB 6310 PG 556 560 ORB 6339 PG 151 178

2. **Alternate Key: 3816281**

SUNSET HEIGHTS PB 3 PG 34 FROM THE WEST 1/4 CORNER OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF FIDDLER AVENUE PB 76 PG 30, RUN SOUTH 06-13-22 WEST ALONG THE WEST LINE 1285.04 FEET TO THE NORTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20 RUN NORTH 89-55-02 EAST ALONG THE NORTH LINE 693.25 FEET FOR POINT OF BEGINNING, THENCE NORTH 05-14-16 EAST 1204.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25 FEET WITH A CHORD BEARING OF NORTH 47-23-15 EAST AND A CHORD DISTANCE OF 33.55 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 84-17-59 FOR A DISTANCE OF 36.78 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 89-32-15 EAST 139.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONVAVE SOUTHWESTERLY HAVING A RADIUS OF 120 FEET WITH A CHORD BEARING OF SOUTH 75-30-02 EAST AND A CHORD DISTANCE OF 61.96 FEET THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 29-55-28 FOR A DISTANCE OF 62.67 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 60-32-18 EAST 330.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 102 FEET, A CHORD BEARING OF SOUTH 43-18-35 EAST AND A CHORD DISTANCE OF 60.42 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 34-27-25 61.34 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 26-04-53 EAST 67.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 107.50 FEET, A CHORD BEARING OF SOUTH 57-15-32 EAST AND A CHORD DISTANCE OF 111.30 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 62-21-18 FOR A DISTANCE OF 116.99 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADUS OF 77 FEET, A CHORD BEARING OF SOUTH 60-29-25 EAST AND A CHORD DISTANCE OF 72.17 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 55-53-30 FOR A DISTANCE OF 75.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 95 FEET, A CHORD BEARING OF SOUTH 40-59-15 EAST AND A CHORD DISTANCE OF 27.90 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 16-53-09 FOR A DISTANCE OF 28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 75 FEET, A CHORD BEARING OF SOUTH 29-21-24 EAST AND A CHORD DISTANCE OF 51.48 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 40-08-51 FOR A DISTANCE OF 52.55 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 459.78 FEET, A CHORD BEARING OF SOUTH 05-03-19 EAST AND A CHORD DISTANCE OF 67.79 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 08-27-20 FOR A DISTANCE OF 67.85 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 44-58-10 WEST AND A CHORD DISTANCE OF 35.84 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 91-35-38 FOR A DISTANCE OF 39.97 FEET TO A POINT OF NON-TANGENCY, THENCE RUN SOUTH 00-45-59 WEST 60 FEET, THENCE RUN NORTH 89-14-01 WEST 178.17 FEET, THENCE RUN SOUTH 06-06-46 WEST 630.61 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, RUN SOUTH 04-15-21 WEST 884.99 FEET, NORTH 89-51-30 WEST 643.79 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 432 FEET WITH A CHORD BEARING OF NORTH 07-03-15 EAST AND A CHORD DISTANCE OF 27.39 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 03-38-00 FOR A DISTANCE OF 27.39 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 05-14-16 EAST 856.44 FEET TO THE POINT OF BEGINNING ORB 6309 PG 2324 2330

3. **Alternate Key: 1445698**

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 02-18-14 EAST ALONG EAST LINE 2392.23 FEET, NORTH 87-41-46 WEST 421.40 FEET OT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441 FOR THE POINT OF BEGINNING, THENCE RUN SOUTH 55-52-54 WEST 318.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 360 FEET, A CHORD BEARING OF SOUTH 67-34-19 WEST AND A CHORD DISTANCE OF 145.89 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 23-22-50 FOR A DISTANCE OF 146.91 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 79-15-44 WEST 38.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100 FEET, A CHORD BEARING OF SOUTH 58-26-59 WEST AND A CHORD DISTANCE OF 71.06 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 41-37-30 FOR A DISTANCE OF 72.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 95 FEET, A CHORD BEARING OF SOUTH 41-24-01 WEST, AND A CHORD DISTANCE OF 12.47 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 07-31-33 FOR A DISTANCE OF 12.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 135 FEET, A CHORD BEARING OF SOUTH 24-20-29 WEST, AND A CHORD DISTANCE OF 95.98 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 41-38-37 FOR A DISTANCE OF 98.12 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 03-31-10 WEST 30.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 42-51-25 EAST, AND A CHORD DISTANCE OF 36.19 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 92-45-11 FOR A DISTANCE OF 40.47 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN SOUTH 00-45-59 WEST 60 FEET RUN NORTH 89-14-01 WEST 106.11 FEET NORTH 00-45-59 EAST 60 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 44-58-10 EAST, AND A CHORD DISTANCE OF 35.84 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 91-35-58 FOR A DISTANCE OF 39.97 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 459.78 FEET, A CHORD BEARING OF NORTH 05-03-19 WEST AND A CHORD DISTANCE OF 67.79 FEET, THENCE TURN NORTHELY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 08-27-20 FOR A DIST OF 67.85 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCVAE SOUTHWESTERLY, HAVING A RADIUS OF 75 FEET A CHORD BEARING OF NORTH 29-21-24 WEST AND A CHORD DISTANCE OF 51.48 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 40-08-51 FOR A DISTANCE OF 52.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 95 FEET, A CHORD BEARING OF NORTH 40-59-15 WEST AND A CHORD DISTANCE OF 27.90 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 16-53-09 FOR A DISTANCE OF 28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77 FEET, A CHORD BEARING OF NORTH 60-29-25 WEST, AND A CHORD DISTANCE OF 72.17 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 55-53-30 FOR A DISTANCE OF 75.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 107.50 FEET, A CHORD BEARING OF NORTH 57-15-32 WEST, AND A CHORD DISTANCE OF 111.30 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 62-21-18 FOR A DISTANCE OF 116.99 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 26-04-53 WEST 67.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 102 FEET, A CHORD BEARING OF NORTH 43-18-35 WEST AND A CHORD DISTANCE OF 60.42 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 34-27-25 FOR A DISTANCE OF 61.34 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 60-32-18 WEST 330.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 120 FEET, A CHORD BEARING OF NORTH 75-30-02

WEST, AND A CHORD DISTANCE OF 61.96 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 29-55-28 FOR A DISTANCE OF 62.67 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 89-32-15 WEST 139.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING SOUTH 47-23-15 WEST AND A CHORD DISTANCE OF 33.55 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 84-17-59 FOR A DISTANCE OF 36.78 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 05-14-16 WEST 2060.79 FEET TO THE POINT OF CURVATURE OF A CURVE WESTERLY HAVING A RADIUS OF 432 FEET, A CHORD BEARING OF SOUTH 20-27-01 WEST, AND A CHORD DISTANCE OF 226.71 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 30-25-31 FOR A DISTANCE OF 229.40 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE EASTERLY HAVING A RADIUS OF 120 FEET, A CHORD BEARING OF SOUTH 18-22-41 WEST, AND A CHORD DISTANCE OF 71.31 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 34-34-11 FOR A DISTANCE OF 72.40 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 47 FEET, A CHORD BEARING OF SOUTH 08-30-00 EAST AND A CHORD DISTANCE OF 15.67 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 19-11-22 FOR A DISTANCE OF 15.74 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN SOUTH 71-54-14 WEST 52.35 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 170 FEET, A CHORD BEARING OF NORTH 12-50-25 EAST, AND A CHORD DISTANCE OF 131.88 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 45-38-42 FOR A DISTANCE OF 135.43 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 382 FEET, A CHORD BEARING OF NORTH 20-27-01 EAST AND A CHORD DISTANCE OF 200.47 FEET, THENCE RUN NORTHELY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 30-25-31 FOR A DISTANCE OF 202.85 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 05-14-16 EAST 2138.72 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 20, THENCE RUN NORTH 89-32-15 EAST ALONG SAID NORTH LINE 206.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 180 FEET A CHORD BEARING OF SOUTH 75-30-02 EAST AND A CHORD DISTANCE OF 92.95 FEET, THENCE DEPARTING SAID NORTH LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 29-55-28 FOR A DISTANCE OF 94.01 FEET TO THE POINT OF TANGENCY RUN SOUTH 60-32-18 EAST 355.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 180 FEET, A CHORD BEARING OF SOUTH 50-21-18 EAST, AND A CHORD DISTANCE OF 63.65 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 20-21-59 FOR A DISTANCE OF 63.98 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 40-10-19 EAST FOR 37.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 182 FEET, A CHORD BEARING OF SOUTH 45-31-44 EAST, AND A CHORD DISTANCE OF 33.98 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 10-42-49 FOR A DIST OF 34.03 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 50-53-08 EAST 20.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 77 FEET, A CHORD BEARING OF SOUTH 87-10-36 EAST, AND A CHORD DISTANCE OF 91.15 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 72-34-55 FOR A DISTANCE OF 97.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 95 FEET A CHORD BEARING OF SOUTH 85-38-12 EAST AND A CHORD DISTANCE OF 116.53 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 75-39-41 FOR A DISTANCE OF 125.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 100 FEET, A CHORD BEARING OF SOUTH 76-20-01 EAST AND A CHORD DISTANCE OF 95.52 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 57-03-18 FOR A DISTANCE OF 99.58 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 300 FEET, A CHORD BEARING OF NORTH 60-51-21 EAST AND A CHORD DISTANCE OF 148.03 FEET, THENCE RUN

NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 28-33-58 FOR A DISTANCE OF 149.57 FEET TO THE POINT OF TANGENCY THENCE RUN NORTH 46-34-22 EAST 284.31 FEET, RETURNING TO A POINT ON AFORESAID SOUTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1810.08 FEET, A CHORD BEARING OF SOUTH 40-16-31 EAST AND A CHORD DISTANCE OF 15.58 FEET, THENCE RUN SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 00-28-36 FOR A DISTANCE OF 15.59 FEET TO THE POINT OF TANGENCY THENCE RUN SOUTH 40-01-43 EAST 108.13 FEET TO THE POINT OF BEGINNING ORB 6310 PG 556 560 ORB 6339 PG 151 178

4. Alternate Key: 1445710

FROM THE SOUTHEAST CORNER OF SANDY RIDGE REPLAT PB 78 PG 76 THENCE NORTH 89-32-15 EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST 59.93 FEET FOR POINT OF BEGINNING, RUN NORTH 00-21-47 WEST 564.14 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF US HIGHWAY 441, THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 89-56-48 EAST 71.96 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHERLY THENCE 1530.05 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1810.08 FEET, A CENTRAL ANGLE OF 48-25-54 AND A CHORD BEARING AND DISTANCE OF SOUTH 65-50-45 EAST 1484.90 FEET, THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE ALONG A NON-RADIAL LINE OF SOUTH 02-44-55 WEST 50.50 FEET, THENCE SOUTH 46-34-22 WEST 249.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, THENCE 149.57 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 300 FEET, A CENTRAL ANGLE OF 28-33-58 AND A CHORD BEARING AND DISTANCE OF SOUTH 60-51-21 WEST 148.03 FEET TO A POINT OF COMPOUND CURVATURE, THENCE 99.58 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 100 FEET, A CENTRAL ANGLE OF 57-03-18 AND A CHORD BEARING AND DISTANCE OF NORTH 76-20-01 WEST 95.52 FEET TO A POINT OF REVERSE CURVATURE, THENCE 125.45 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 95 FEET, A CENTRAL ANGLE OF 75-39-44 AND A CHORD BEARING AND DISTANCE OF NORTH 85-38-12 WEST 116.53 FEET TO A POINT OF REVERSE CURVATURE, THENCE 97.54 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 77 FEET, A CENTRAL ANGLE OF 72-34-55 AND A CHORD BEARING AND DISTANCE OF NORTH 87-10-36 WEST 91.15 FEET TO A POINT OF TANGENCY, THENCE NORTH 50-53-08 WEST 20.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, THENCE 34.03 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 182 FEET, A CENTRAL ANGLE OF 10-42-49 AND A CHORD BEARING AND DISTANCE OF NORTH 45-31-44 WEST 33.98 FEET TO A POINT OF TANGENCY, THENCE NORTH 40-10-19 WEST 37.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, THENCE 63.98 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 180 FEET, A CENTRAL ANGLE OF 20-21-59 AND A CHORD BEARING AND DISTANCE OF NORTH 50-21-18 WEST 63.65 FEET TO A POINT OF TANGENCY, THENCE NORTH 60-32-18 WEST 355.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, THENCE 94.01 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 180 FEET, A CENTRAL ANGLE OF 29-55-28 AND A CHORD BEARING AND DISTANCE OF NORTH 75-30-02 WEST 92.95 FEET TO A POINT OF TANGENCY, THENCE SOUTH 89-32-15 WEST 297.84 FEET TO THE POINT OF BEGINNING ORB 6309 PG 2340 2344

5. Alternate Key: 3957318

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 02-18-14 EAST ALONG THE EAST LINE 1294.87 FEET TO THE

SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SOUTH 89-55-02 WEST 802.02 FEET FOR THE POINT OF BEGINNING, THENCE CONTUNUE SOUTH 89-55-02 WEST 448.95 FEET, RUN NORTH 06-06-46 EAST 630.61 FEET, SOUTH 89-14-01 EAST 207.14 FEET, SOUTH 00-45-59 WEST 50 FEET, SOUTH 89-14-01 EAST 50 FEET, NORTH 00-45-59 EAST 50 FEET, SOUTH 89-14-01 EAST 27.14 FEET, NORTH 00-45-59 EAST 60 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 42-51-25 WEST AND A CHORD DISTANCE OF 36.19 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 92-45-11 FOR A DISTANCE OF 40.47 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 03-31-10 EAST 30.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 135 FEET, A CHORD BEARING OF NORTH 24-20-29 EAST AND A CHORD DISTANCE OF 95.98 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 41-38-37 FOR A DISTANCE OF 98.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 95 FEET, A CHORD BEARING OF NORTH 41-24-01 EAST AND A CHORD DISTANCE OF 12.47 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 07-31-33 FOR A DISTANCE OF 12.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100 FEET, A CHORD BEARING OF NORTH 58-26-59 EAST AND A CHORD DISTANCE OF 71.06 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 41-37-30 FOR A DISTANCE OF 72.65 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 79-15-44 EAST 38.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 360 FEET, A CHORD BEARING OF NORTH 67-34-19 EAST AND A CHORD DISTANCE OF 145.89 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANLGE OF 23-22-50 FOR A DISTA NCE OF 146.91 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 55-52-54 EAST 14.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 87-26-39 EAST AND A CHORD DISTANCE OF 29.86 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 73-20-56 FOR A DISTANCE OF 32 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF NORTH 89-36-03 EAST AND A CHORD DISTANCE OF 75.26 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 79-15-32 FOR A DISTANCE OF 81.62 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 49-58-17 EAST 148.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 85-01-43 EAST AND A CHORD DISTANCE OF 35.36 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 90-00-00 FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 40-04-43 EAST FOR A DISTANCE OF 517.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 04-54-25 AND A CHORD DISTANCE OF 35.32 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 89-52-14 FOR A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 49-50-32 WEST 84.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF SOUTH 09-50-50 WEST AND A CHORD DISTANCE OF 75.84 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 79-59-23 FOR A DISTANCE OF 82.37 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 45 FEET, A CHORD BEARING OF SOUTH 10-49-18 EAST AND A CHORD DISTANCE OF 29.78 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 38-39-05 FOR A DISTANCE OF 30.36 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN SOUTH 60-49-17 WEST 603 FEET, SOUTH 46-20-24 WEST 219.78 FEET TO THE POINT OF BEGINNING ORB 6309 PG 2335

6. **Alternate Key: 3957326**

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 02-18-14 EAST ALONG EAST LINE 1870.42 FEET, NORTH 87-41-46 WEST 45.96 FEET FOR THE BEGINNING, RUN SOUTH 49-50-32 WEST 44.32 FEET TO THE POINT OF

CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 65 FEET, A CHORD BEARING OF SOUTH 29-53-50 WEST AND A CHORD DISTANCE OF 44.35 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 39-53-23 FOR A DISTANCE OF 45.25 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20 FEET, A CHORD BEARING OF SOUTH 38-20-10 EAST AND A CHORD DISTANCE OF 29.86 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 96-34-37 FOR A DISTANCE OF 33.71 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN SOUTH 49-58-47 WEST 48.69 FEET, SOUTH 60-49-17 WEST FOR A DISTANCE OF 21.77 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 45 FEET, A CHORD BEARING OF NORTH 10-49-18 WEST AND A CHORD DISTANCE OF 29.78 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 38-39-05 FOR A DISTANCE OF 30.36 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF NORTH 09-50-50 EAST AND A CHORD DISTANCE OF 75.84 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 79-59-23 FOR A DISTANCE OF 82.37 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 49-50-32 EAST 84.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 04-54-25 EAST AND A CHORD DISTANCE OF 35.32 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 89-52-14 FOR A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 40-01-43 WEST 517.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 85-01-43 WEST AND A CHORD DISTANCE OF 35.35 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 90-00-00 FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 49-58-17 WEST 148.22 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF SOUTH 89-36-03 WEST AND A CHORD DISTANCE OF 75.263 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 79-15-32 FOR A DISTANCE OF 81.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF NORTH 87-26-39 WEST AND A CHORD DISTANCE OF 29.86 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 73-20-56 FOR A DISTANCE OF 32 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN NORTH 55-52-54 EAST 82.11 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 10 FEET, A CHORD BEARING OF SOUTH 20-19-43 EAST AND A CHORD DISTANCE OF 19.42 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 152-25-13 FOR A DISTANCE OF 26.60 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 45 FEET, A CHORD BEARING OF NORTH 66-42-59 EAST, AND A CHORD DISTANCE OF 25.93 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 33-29-23 FOR A DISTANCE OF 26.30 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 49-58-17 EAST 128.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF SOUTH 85-01-43 EAST AND A CHORD DISTANCE OF 83.44 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 90-00-0 FOR A DISTANCE OF 92.68 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 40-01-43 EAST 517.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF SOUTH 04-54-24 WEST AND A CHORD DISTANCE OF 83.34 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 89-52-14 FOR A DISTANCE OF 92.54 FEET TO THE POINT OF BEGINNING ORB 6310 PG 556 560 ORB 6339 PG 151 178

7. Alternate Key: 3957324

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST, RUN NORTH 02-18-14 EAST ALONG SAID EAST LINE 1851.17 FEET FOR THE POINT OF BEGINNING, THENCE RUN SOUTH 48-58-47 WEST 107.86 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20 FEET, A CHORD BEARING OF NORTH 38-20-10 WEST AND A CHORD DISTANCE OF 29.86 FEET, THENCE RUN NORTHWESTERLY ALONG

THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 96-34-37 FOR A DISTANCE OF 33.71 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTLY HAVING A RADIUS OF 65 FEET, A CHORD BEARING OF NORTH 29-53-50 EAST AND A CHORD DISTANCE OF 44.35 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 39-53-23 FOR A DISTANCE OF 45.25 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 49-50-32 EAST FOR A DISTANCE OF 44.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 59 FEET, A CHORD BEARING OF NORTH 04-54-25 EAST AND A CHORD DISTANCE OF 83.34 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 89-52-15 FOR A DISTANCE OF 92.54 FEET TO THE POINT OF TANGENCY THENCE RUN NORTH 40-04-43 WEST 517.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 59 FEET A CHORD BEARING OF NORTH 85-01-43 WEST, AND A CHORD DISTANCE OF 83.44 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 90-00-00 FOR A DISTANCE OF 92.68 FEET TO THE POINT OF TANGENCY, THENCE RUN SOUTH 49-58-17 WEST 128.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 45 FEET, A CHORD BEARING OF SOUTH 66-42-59 WEST AND A CHORD DISTANCE OF 25.93 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE FOR A DISTANCE OF 26.30 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 10 FEET, A CHORD BEARING OF NORTH 20-19-43 WEST AND A CHORD DISTANCE OF 19.42 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 152-25-13 FOR A DISTANCE OF 26.60 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 55-52-54 EAST 221.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, THENCE RUN SOUTH 40-01-43 EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 683.77 FEET, SOUTH 49-58-47 WEST 52.85 FEET TO THE POINT OF BEGINNING ORB 6310 PG 556 560 ORB 6339 PG 151 178

8. **Alternate Key: 3957322**

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 RUN NORTH 02-18-14 EAST 1854.40 FEET, THENCE NORTH 89-14-01 WEST 949.95 FEET FOR THE POINT OF BEGINNING, RUN NORTH 89-14-01 WEST 50 FEET, NORTH 00-45-59 EAST 50 FEET, SOUTH 89-14-01 EAST 50 FEET, SOUTH 00-45-59 WEST 50 FEET TO THE POINT OF BEGINNING ORB 6310 PG 556 560 ORB 6339 PG 151 178

9. Alternate Key: 3957321

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 89-43-39 WEST ALONG THE SOUTH LINE 2113.24 FEET, NORTH 06-12-46 EAST 44.44 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06-12-46 EAST 433.13 FEET, SOUTH 89-43-39 EAST 110.53 FEET, SOUTH 05-14-16 WEST 41.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 382 FEET, A CHORD BEARING OF SOUTH 20-27-01 WEST AND A CHORD DISTANCE OF 200.47 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 30-25-31 FOR A DISTANCE OF 202.85 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 170 FEET, A CHORD BEARING OF SOUTH 12-50-25 WEST AND A CHORD DISTANCE OF 131.88 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 45-38-42 FOR A DISTANCE OF 135.43 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN SOUTH 67-46-50 WEST 12.26 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 182 FEET, A CHORD BEARING OF SOUTH 12-43-04 EAST AND A CHORD DISTANCE OF 12.18 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 03-50-05 FOR A DISTANCE OF 12.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 55 FEET, A CHORD BEARING OF SOUTH 09-36-56 EAST AND A CHORD DISTANCE OF 9.62 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 10-02-21 FOR A DISTANCE OF 9.64 FEET TO THE POINT OF

COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 10-16-17 WEST AND A CHORD DISTANCE OF 12.83 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 29-44-04 FOR A DIST OF 12.97 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 65 FFET, A CHORD BEARING OF SOUTH 20-46-30 WEST AND A CHORD DISTANCE OF 9.89 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 08-43-39 FOR A DISTANCE OF 9.90 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25 FEET, A CHORD BEARING OF SOUTH 29-47-25 WEST AND A CHORD DISTANCE OF 11.57 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 26-45-29 FOR A DISTANCE OF 11.68 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 65 FEET, A CHORD BEARING OF SOUTH 53-55-28 WEST AND A CHORD DISTANCE OF 24.26 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 21-30-38 FOR A DISTANCE OF 24.40 FEET TO A POINT ON A NON-TANGENT LINE, THENCE RUN NORTH 89-53-17 EAST 16.03 FEET TO THE POINT OF BEGINNING ORB 6310 PG 556 560 ORB 6339 PG 151 178

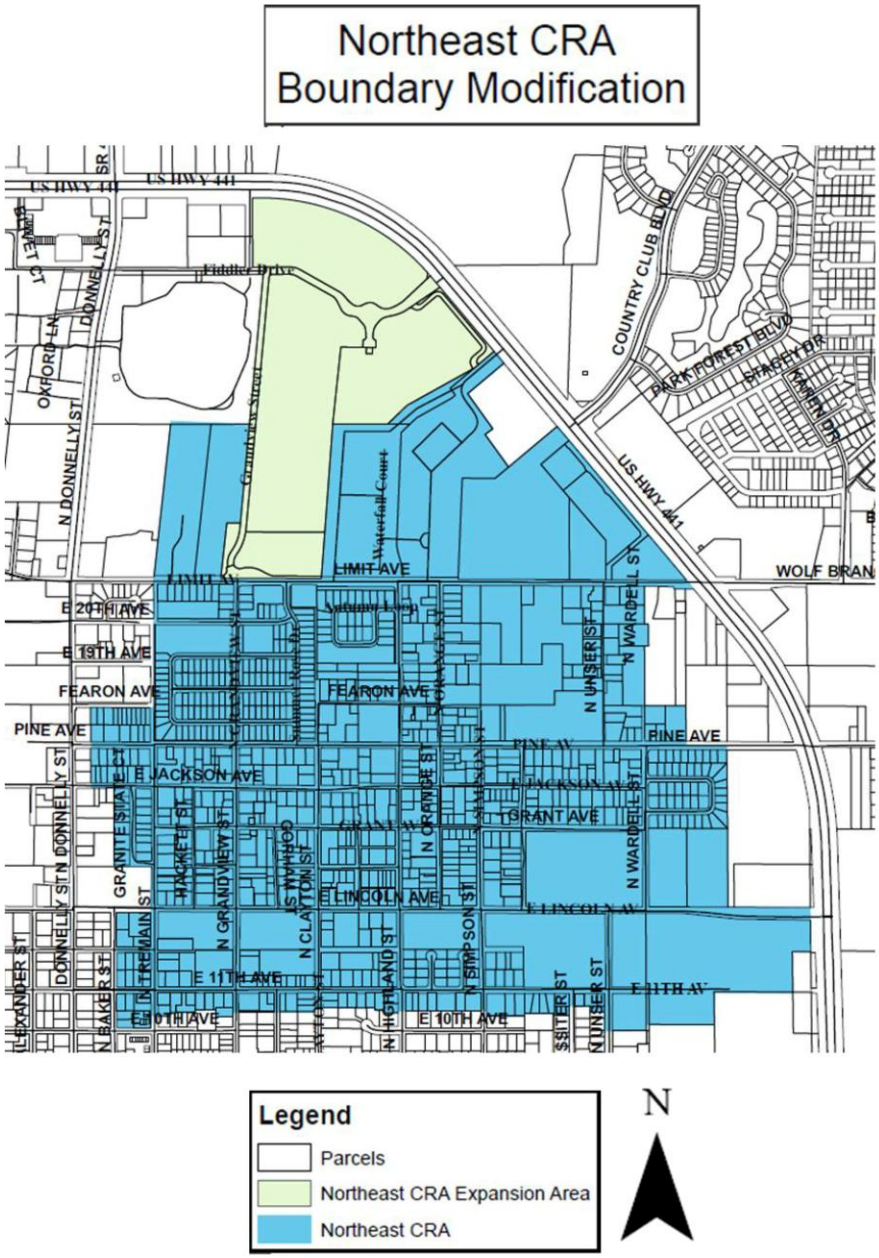

Northeast CRA
Boundary Modification
US HWY 441
COUNTRY CLUB BLVD
PARK FOREST BLVD
STACEY DR
N DONNELLY ST
OXFORD LN
Fiddler Drive
Granny's Street
Waterfall Court
LIMIT AVE
WOLF BRAN
E 20TH AVE
E 19TH AVE
FEARON AVE
PINE AVE
E JACKSON AVE
GRANITE STATE CT
HACKETT ST
N GRANDVIEW ST
N CLAYTON ST
N GRANDE ST
E GRANT AVE
N WARDELL ST
E LINCOLN AVE
N BAKER ST
E 11TH AVE
E 10TH AVE
N HIGHLAND ST
N SIMPSON ST
N UNSER ST
Legend
Parcels
Northeast CRA Expansion Area
Northeast CRA
N

EXHIBIT B: ROAD TRANSFERS

AFFIDAVIT AFFECTING REAL PROPERTY
{Pursuant to Section 695.26, Florida Statutes}

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, on this day personally appeared, _____, as _____ for the City of Mount Dora, Florida, 510 North Baker Street, Mount Dora FL 32757, who being first duly sworn, deposes and says:

1. This is an Affidavit Affecting Real Property pursuant to Section 695.26, Florida Statutes, by which an interest in real property is assigned to the City of Mount Dora ("City") via an Interlocal Agreement between Lake County, Florida and the City of Mount Dora regarding Tax Increment Revenues ("Interlocal Agreement").

2. As of _____, 2026, any and all jurisdiction, ownership interest, operation and maintenance responsibilities that the County may have in the portion of the following roadways, more fully depicted in **Exhibit 1**, attached hereto and incorporated herein by reference, and related right of way, including drainage facilities and sidewalks, if any, were transferred to the City, effective as of the date notarized below, to wit:

    - Limit Avenue from Donnelly Street to US 441
    - East 1st Avenue / Sanford Road from South Highland to Pinecrest Road
    - Old Highway 441 / Highland Street from East 5th Avenue to Orange County Line
    - Old Highway 441 / East 5th Avenue from Tremain Street to Highland Street
    - Old Highway 441 / East 5th Avenue from McDonald Street to Alexander Street

3. This Affidavit is being recorded to provide notice to third parties that the City, its successors and assigns, are fully responsible for the maintenance of the herein described roadway and related right of way, that the County has assigned all responsibilities to the City, its successors and assigns for the property described in the Interlocal Agreement incorporated herein by reference.

FURTHER AFFIANT SAYETH NOT.

_____
Name: _____
Title: _____
City of Mount Dora

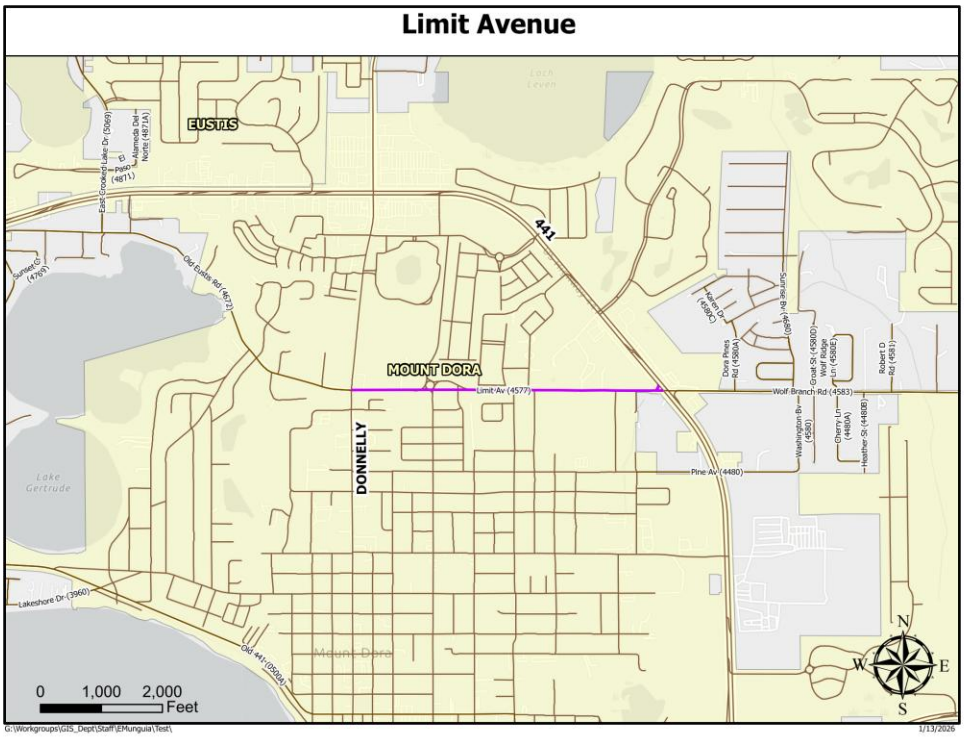
STATE OF FLORIDA
COUNTY OF LAKE

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ for the City of Mount Dora, who is personally known to me or produced _____ as identification.

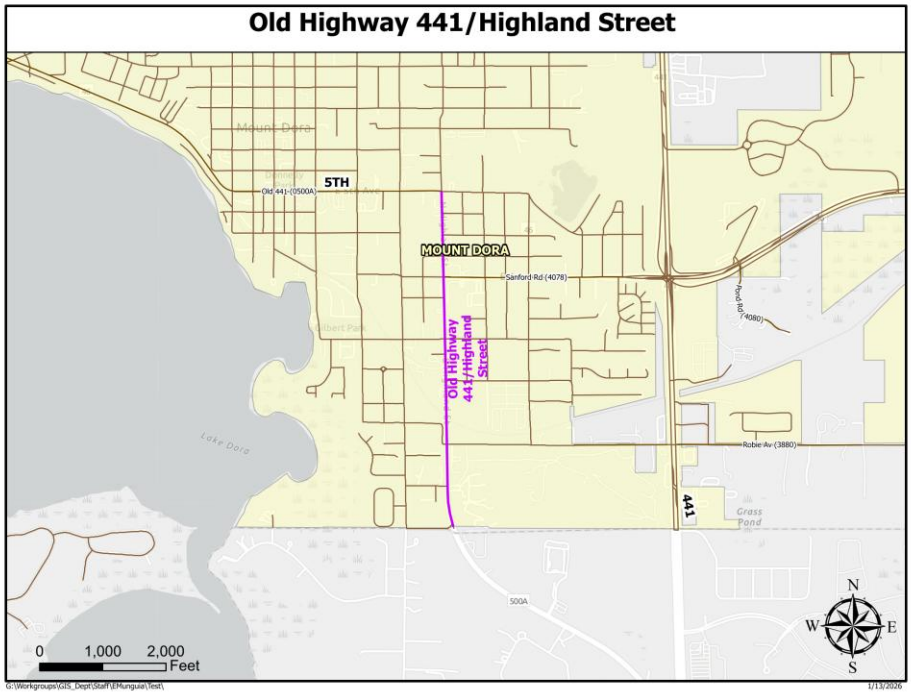
_____
Notary Public - State of Florida

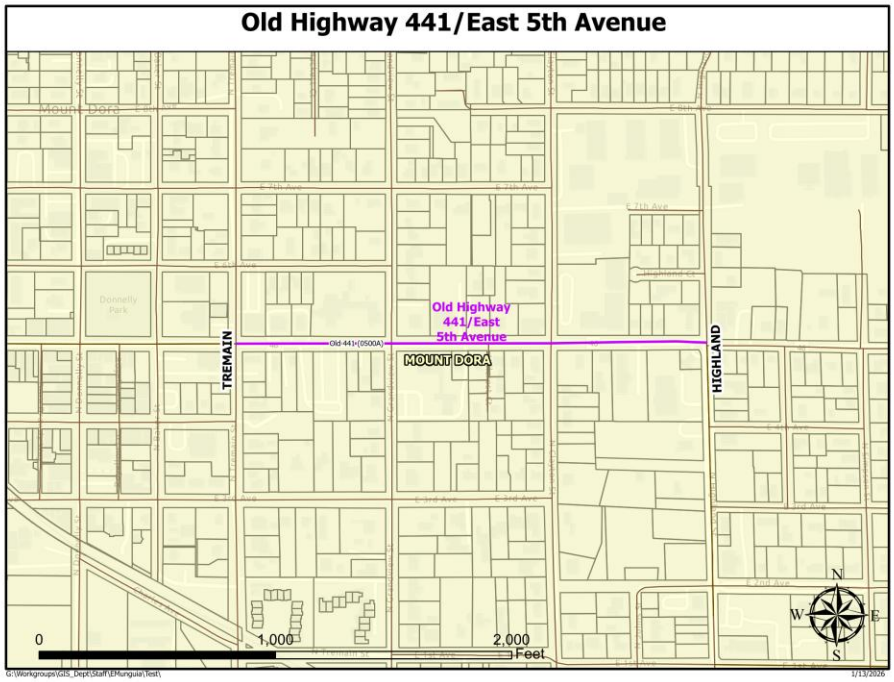
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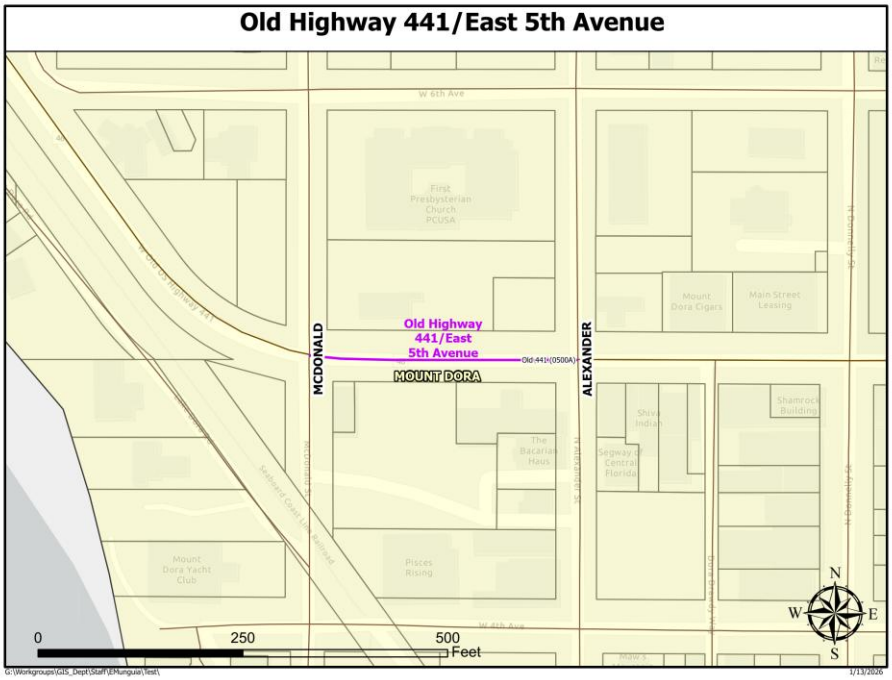
EXHIBIT 1: ROAD MAPS






Old Highway 441/Highland Street
5TH
MOUNT DORA
Old Highway 441/Highland Street
441
0 1,000 2,000 Feet
N
W
E
S


Old Highway 441/East 5th Avenue
Old Highway 441/East 5th Avenue
TREMAIN
HIGHLAND
MOUNT DORA
0 1,000 2,000 Feet
N
W
E
S


Old Highway 441/East 5th Avenue
W 6th Ave
First Presbyterian Church PCUSA
Mount Dora Cigars
Main Street Leasing
Old Highway 441/East 5th Avenue
Old:441(0500A)
MCDONALD
ALEXANDER
MOUNT DORA
Shamrock Building
The Bacarian Haus
Segway of Central Florida
Mount Dora Yacht Club
Pisces Rising
W 4th Ave
N
W
E
S
0
250
500
Feet

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **February 3, 2026**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of First Reading of **Ordinance No. 2025-23**, Small-Scale Future Land Use Map Amendment, School Board of Lake County, Round Lake Charter School (28.68 +/- Acres)

Introduction:

This is a request for City Council to approve the First Reading of Ordinance No. 2025-23 and hold a hearing for the second reading and adoption.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Applicant Presentation
Testimony by others on behalf of applicant or opposition with a legitimate interest in the matter, who can provide substantial competent evidence.
Rebuttal by Applicant
Discussion
Council Action

Discussion:

As required by Florida Statutes, Section 166.041(4), the completed Business Impact Estimate is provided in Attachment #1. This request is associated with land use action. Additional information on the request and the application are provided in Attachment #2 (PZC/LPA Staff Report). The advertisements for the adoption hearing are provided in Attachment #3.

The sequence of events leading to the presentation to City Council are as follows:

1. The application was submitted to the Office on September 24, 2025;
2. The Development Review Committee (DRC) reviewed Small-Scale Future Land Use Map Amendment and had no comments or objections to the request; and

3. The Planning and Zoning Commission (PZC), acting as the Local Planning Agency, at their regularly scheduled meeting held on November 19, 2025, recommended approval of the Small-Scale Future Land Use Map Amendment.

Budget Impact:
There are no budgetary impacts on the City in regard to processing an application to amend the future land use map.

Strategic Impact:
GOAL 1: Economic Development. Future Land Use Map amendments which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities.

Recommendation:
City Council approve the First Reading of Ordinance No. 2025-23 and hold a public hearing for the second reading and adoption.

Attachment(s):
1. Attachment 1 - Business Impact Estimate
2. Attachment 2 - PZC Memo_ Round Lake_ 12.17.2025
3. Attachment 3 - Legal Notices
4. Ordinance 2025-23_ Roundlake Charter FLUM PLI_ (1st Reading 2-3-26)

Prepared by: Michele Janiszewski, Deputy Planning Director
Reviewed by:

Michele Janiszewski, Deputy Planning Director	Approved - 1/26/2026
Matthew Dodson, Budget Officer	Approved - 1/26/2026
Jennifer Gates, Finance Director	Approved - 1/27/2026
City Attorney, City Attorney	Approved - 1/28/2026
Jeanann Hand, City Clerk	Approved - 1/28/2026
Vince Sandersfeld, City Manager	Final Approval - 1/28/2026

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: **2025-23**

ORDINANCE TITLE: **Land Use Amendment for 28.68 acres owned by Lake County School Board, also known as Round Lake Charter School**

DEPARTMENT: **Planning & Zoning**

MEETING DATE: **February 3, 2026**
February 17, 2026 (Adoption Hearing)

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO: 2025-23

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF STATE ROAD 46 AND WEST OF ROUND LAKE ROAD, 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.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City of Mount Dora;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):
   This ordinance amends the land use map to establish a land use category for 28.68 +/- acres which were recently annexed into the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
   a. An estimate of direct compliance costs that businesses may reasonably incur;
      No direct impact to general businesses.

   b. Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
      No new charges or fees are set forth in the ordinance.

   c. An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
      No additional regulatory costs, staff administration only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   This ordinance is not anticipated to affect businesses.

4. Additional information the governing body deems useful (if any):
   N/A

CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191
Planning@mountdora.gov

DATE: December 17, 2025

TO: Planning and Zoning Commission

FROM: Development Review Committee
Ryan Winkler, AICP, Senior Planner

RE: Request for Future Land Use Map Amendment (Small-Scale) from County Public Service Facility and Infrastructure to City Public Lands and Institutions; 28.68 +/- acres (Site Area); generally located north of State Road 46 and west of Round Lake Road (Location); 31333 Round Lake Road, Mount Dora (Site Address); Lake County School Board (Owners, Applicant).
Project No. FLUM25-03

Recommendation:
Staff recommends approval of the above-referenced request for the Small-Scale Future Land Use Map Amendment. Approval subject to annexation.

References/Support:
City of Mount Dora Comprehensive Plan 2045
City of Mount Dora Land Development Code
Chapter 163 Florida Statutes

Background/Information:
This request was tabled in a 5-0 vote at the November 19, 2025 planning and zoning commission requesting the applicant to provide additional information to explain the request.

The applicant is requesting an amendment to the City's Future Land Use Map associated with an annexation. The proposed amendment will change approximately 28.68 acres from County Public Service Facility and Infrastructure to City Public Lands and Institutions. The request for future land use map amendment does not involve any new development of the subject property. The proposed use is to maintain the existing educational facility use.

EXISTING FLU	PROPOSED FLUM	SITE AREA	MAXIMUM INTENSITY ALLOWED
County Public Service and Infrastructure	City Public Lands and Institutions	28.68 acres	874,510.56-sf

Note: Intensity based on usable lands (less floodplain and wetland areas).

Development Summary - Maximums Intensity:
- From: County Public Service Facility Maximum Square Footage (FAR 1.0 x 28.68 acres): 1,249,300.80-sf
- City proposed Public Lands and Institutions (PLI) designation maximum: (FAR 0.70 x 28.68 acres): 874,510.56-sf

Future Land Use Element Policy 4.g(10): **Public Lands and Institutions:** This category may include public lands owned by the City, County, State, Federal Government or school board. Also included in this category may be churches, cemeteries, and other public or quasi-public lands including elementary, middle, and high schools. Maximum impervious surface ratio is 0.70. Maximum FAR is 0.70.

Land Use Report:

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	Low Density Residential	PUD	Residential Subdivision
South	County	Res. Low	Ag / CFD	Vacant / Church
East	County	Reg. Office	R-1 / R-2	SFR
West	City	Low Density Residential	PUD	Residential Subdivision

Request Type: Small-Scale Future Land Use Map Amendment

Existing Use: Round Lake Charter School (Educational Facility K-8)

Proposed Use: Round Lake Charter School (Educational Facility K-8)

Proposed Future Land Use: City Public Lands and Institutions

Current Future Land Use: County Public Service Facility and Infrastructure

Current Zoning: County Community Facility District (CFD)

Proposed Zoning: City Public Lands and Institutions (PLI)

JPA: Yes, City of Mount Dora and Lake County Joint Planning Agreement

Overlay Zones/Areas: N/A

Critical State Concern: No

Site Area: 28.68 +/- acres

Housing: N/A. The proposed Future Land Use change not applicable related to the impacts on the projected housing population of City's Comprehensive Plan. Proposal is for non-residential designations.

Traffic: N/A. The proposed Future Land Use change not applicable to the impacts on traffic. The school use is existing.

Wastewater: *Infrastructure Element Policy 1.d:* Average Daily Flow: Flow

	requirements from commercial, industrial, institutional, or other special development areas shall be established from existing records or by estimated projections using the best available data; however, in no case shall a rate of less than 2,000 gallons per acre per day be used, unless specifically approved otherwise. The proposed change will not negatively impact current capacity and will reduce capacity needs for the site as the current FAR is 1.0 as opposed to the proposed FAR of 0.70. The property is currently serviced by septic system.
Potable Water:	The minimum design for water distribution systems shall provide for at least 100 percent of the combined maximum day-demand rate and required fire flow for said rate, with special provisions for peak flows in excess thereof. The allowable minimum service pressure under said design condition shall not be less than 20 pounds per square inch. Normal flow demands for design shall be calculated on the basis of full ultimate development as known, or projected. Fire flows in commercial, institutional, industrial areas and apartment or multiunit complexes, shall provide a minimum of 1,500 gpm at a 20 psi residual pressure. The proposed change and will not negatively impact capacity.
Reclaim Water:	Conversation Element requires participation in the City reuse for irrigation purposes. Goal 2, Policy 1.c(1) of the Infrastructure Element requires water conservation practices by utilizing the City reclaimed system available at this location.
Solid Waste:	City's standard is 7.1 pounds per capita per day (LOS disposal).
Stormwater:	Protect water resources in Mount Dora. Control of erosion, sedimentation and flooding are mandatory. Limit post-improvement stormwater discharge to pre-improvement rates based on the 25-year, 96-hour storm. Building first floor elevations must be flood-free for the 100-year, 96-hour storm. Comply with Land Development Code Chapter 6.2 drainage standards.
Habitat:	The property is currently developed with minimal natural lands and habitats. No wetlands appear on property. Soil composition includes various soil types lie within the subject property boundary: Myakka Sand, Placid and Myakka Fine Sands, St. Lucie Sand, Orsino Sand, and Tavares Sand. The subject site development does not propose impact to any unique or ecologically significant area of vegetation or Habitat.
Wetlands/ Environmental:	The property does not include any wetlands. The property is not designated within the flood zone.

Note: Data analysis support documents on-file with the project application.

Notification:
JPA Notice to Lake County: November 20, 2025
Legal Ad for PZC: November 7, 2025
Notice to Lake County BCC [Ch. 171.044(3) F.S]: November 20, 2025
Ordinance Enactment Legal Ad: January 16, 2026
Non-Legal Ad: January 9, 2026

Public Hearing Schedule:
DRC: October 29, 2025
PZC: November 19, 2025 (tabled vote 5-0)
PZC: December 17, 2025
City Council (Adoption): January 20, 2026 (Single public hearing)
Note: Section 163.3187(2) Florida Statutes requires only one public hearing before City Council for Small-Scale Future Land Use Map Amendments. These are only associated with amendments 50.00 acres of less.

Attachments:
Vicinity Map
Composite (City & County) FLU Map
Proposed Land Use Exhibit
Proposed Future Land Use Map II-2a

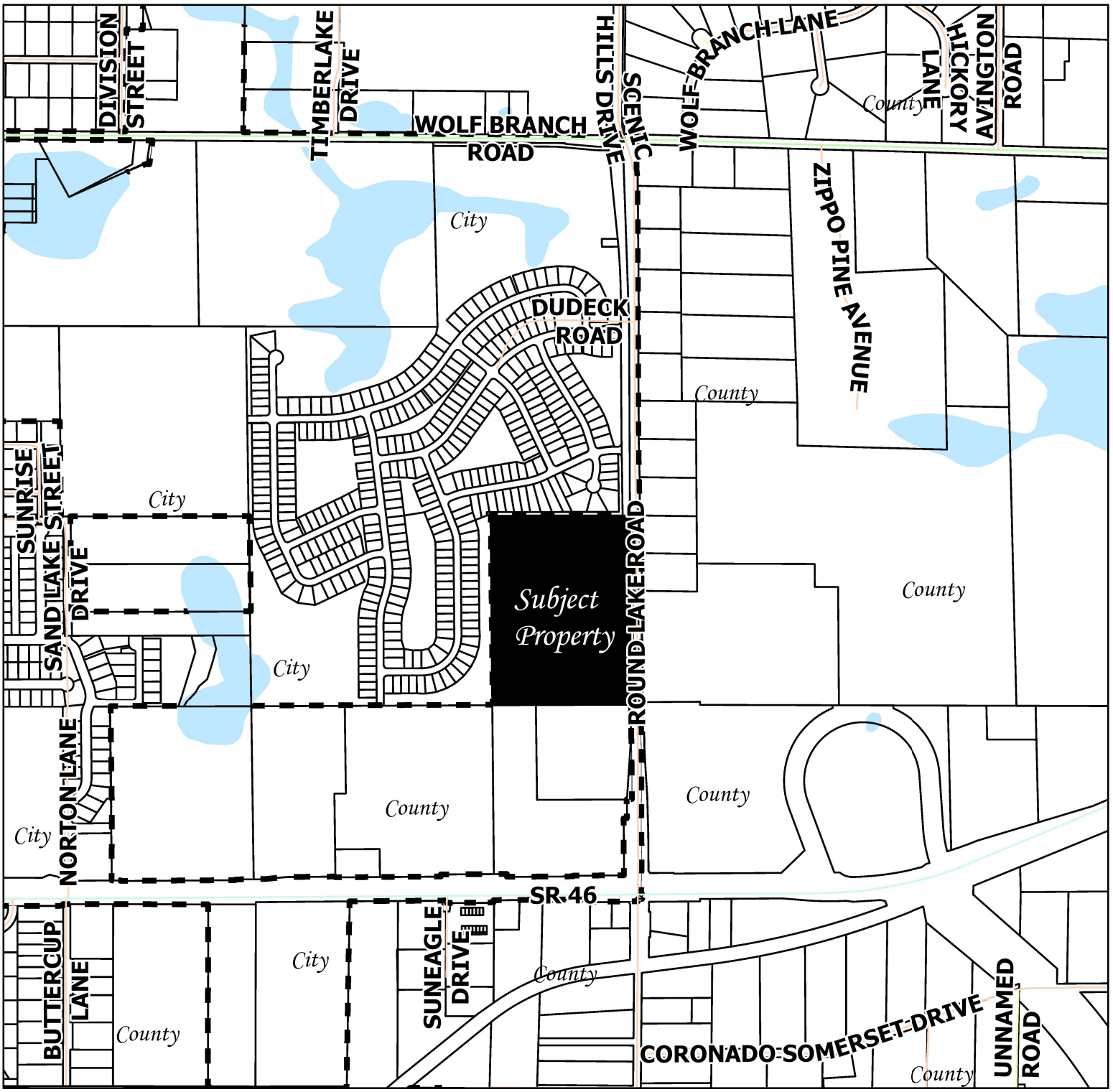
Round Lake Charter School
Proposed Annexation (28.68 Acres)

Legend

- City Limits
- Out
- Subject Property

N

N.T.S



Date Printed: 10/10/2025 3:12 PM

CITY OF MOUNT DORA
PLANNING AND DEVELOPMENT

Future Land Use Map
Composite City & Lake County

Legend

City Limits

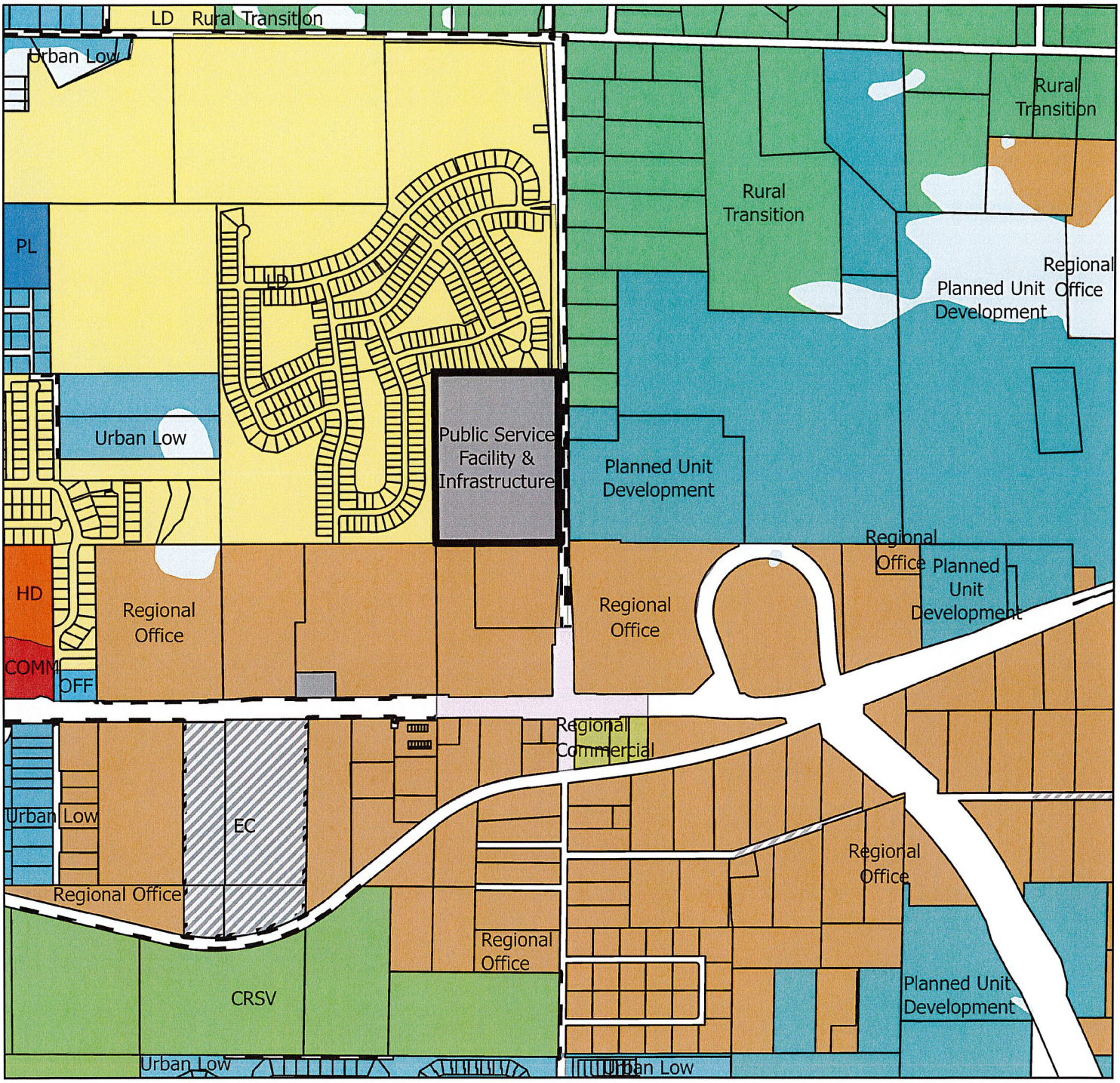
In

Out

Subject Property

31333 Round Lake Road
County Public Service Facility and Infrastructure to
City Public Lands and Institutions

N



0 0.13 0.25 0.5 Miles

CITY OF MOUNT DORA
PLANNING AND DEVELOPMENT

City of Mount Dora
Future Land Use Map

Planning Time Frame: 2045

FLUM Amendment

Owner Lake County School Board
Round Lake Charter School
31333 Round Lake Road, Mount Dora
28.68 +/- Acres

Current FLU: County Public Service Facilities and Infrastructure
Proposed FLU: Public Lands and Institutions

Exhibit "A"
Ordinance No. 2025-23

CITY OF MOUNT DORA

N

0 1,500 3,000 Feet

Map II-2a

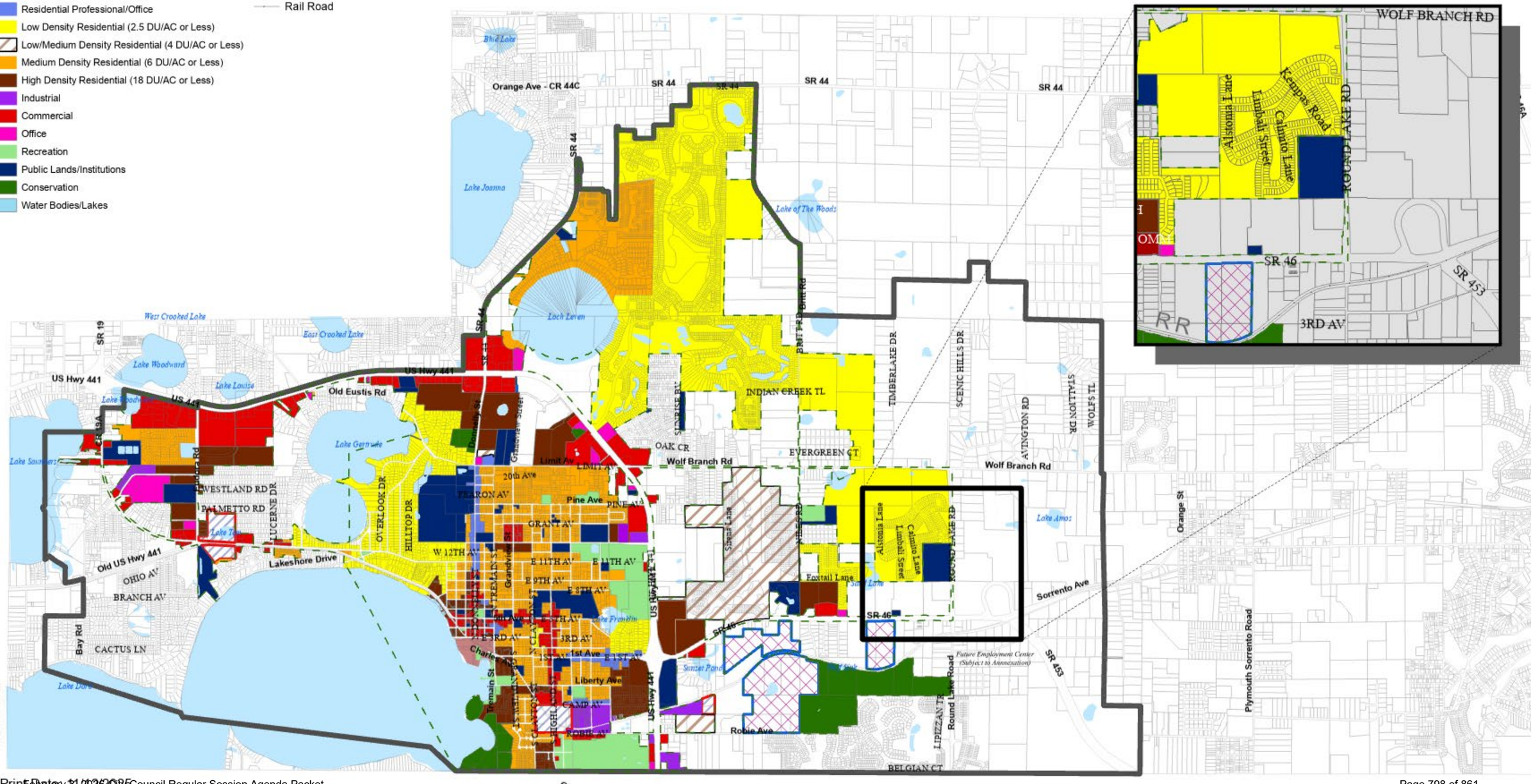
LEGEND:

- Mixed Use Traditional (MU-1)
- Mixed Use Downtown (MU-2)
- Employment Center
- Residential Professional/Office
- Low Density Residential (2.5 DU/AC or Less)
- Low/Medium Density Residential (4 DU/AC or Less)
- Medium Density Residential (6 DU/AC or Less)
- High Density Residential (18 DU/AC or Less)
- Industrial
- Commercial
- Office
- Recreation
- Public Lands/Institutions
- Conservation
- Water Bodies/Lakes

Features

- City Limits
- JPA
- Rail Road

Small-Scale FLUM Amendment



Prepared by: Mount Dora Planning and Development Dept.
510 North Baker Street
Mount Dora, Fl 32727
352-735-7112

Print Date: 1/20/2025

Path: U:\Plandev Admins\PM\ANNEXATION\Round Lake Charter\Maps\FLUM Composite Map_ Round Lake.aprx

RECEIVED
By stevensa at 10:44 am, Sep 24, 2025

CITY OF MOUNT DORA

FLUM25-03

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
E-mail: plandev@cityofmountdora.com

FUTURE LAND USE MAP AMENDMENT SMALL-SCALE (50 ACRES OR LESS) APPLICATION

Date : _____ Project Name: Round Lake Charter K-8

1. Applicant's Name: Lake County Schoools - Heather Croney, Senior Planner
   Company's Name: Lake County Schools
   Address: 201 West Burleigh Blvd
   City, State & Zip: Tavares, FL 32778
   Phone: 352-253-6500 E-mail: croneyh@lake.k12.fl.us

2. Owner's Name: Lake County Schools - Kelly Randall, Exec. Director of Facilities & Growth Planning
   Company's Name: Lake County Schools
   Address: 201 West Burleigh Blvd
   City, State & Zip: Tavares, FL 32778
   Phone: 352-253-6698 E-mail: randallk@lake.k12.fl.us

3. The property generally located and list adjacent streets: on the west side of Round Lake Rd south of Wolf Branch Rd, North of SR 46

4. The address(s) of the property: 31333 Round Lake Rd, Mt Dora, FL 32757

5. Size of property in Acres: 28.68 acres Square Feet: _____

6. Current Zoning District: Lake County Community Facility District (CFD)

7. Requested Zoning District: Mount Dora Public Lands and Institutions District (PLI)
   (Separate application required for change in zoning district)

8. Future Land Use Category : Lake County Public Service Facility and Infrastructure

9. Requested Future Land Use Category: Mount Dora Public Lands and Institutions

10. Present use and structures on the property (list number of residential dwelling units):
property is currently used for Round Lake Charter K-8
school-related structures exist, no residential dwelling units

11. Building Size Existing: _____ Proposed: none

12. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	Low Density Residential	PUD	Single Family Residential
South	County	Regional Office	A & CFD	Real Life Christian Church
East	County	PUD	R1 & PUD	Single Family Residential
West	City	Low Density Residential	PUD	Single Family Residential

(districts/categories may be abbreviated)

13. Present use and structures on the property (list number of residential dwelling units):
property is currently used for Round Lake Charter K-8, school-related structures exist, no residential dwelling units

14. Proposed use of property: to remain same - Round Lake Charter K-8

15. List the specific Comprehensive Plan Policy that allows proposed use: _____
A K-8 school is a permitted use in the residential land use categories as well as the Public Lands and Institutions (PLI) FLUM category. The PLI FLU is being requested.

16. State the reason for this request: potential future utilities connection

17. Describe changed condition justifying the amendment: No changed conditions.
An elementary school is a permitted use in the residential land use categories as well as the Public Lands and Institutions (PLI) FLUM category. The PLI FLU is being requested.

18. Describe whether and how the proposed amendment is consistent with the City of Mount Dora's Comprehensive Plan: _____
A K-8 school is a permitted use in the residential land use categories as well as the Public Lands and Institutions (PLI) FLUM category. The PLI FLU is being requested.

19. Describe the extent to which the proposed amendment is compatible with existing land uses: _____
A school is a necessary public institution for the community so it fitting for the local residential community.

Adjacent City FLU is Low Density Residential, which is Primarily for single family residential and customary accessory uses and elementary schools.

20. Describe the extent to which the proposed amendment affects the capacities of public facilities and services: Round Lake Charter K-8 will continue to support and positively impact the public school capacities.

No changes currently proposed that will affect public facilities and services.

21. Describe the extent of environmental impacts on the resources of proposed amendment:

no changes or additional impacts proposed

22. Describe the extent to which the proposed amendment will result in an orderly and logical development pattern: annexing property into City that is already contiguous with City limits and providing K-8 school capacity to the area

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Tyler Brandebourg, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.

Signature of Applicant

Tyler Brandebourg
Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 22 day of September 2025 by Tyler Brandebourg who is personally known to me or who has produced _____ as identification and who did X or did not _____ take an oath.

SEAL:

NATALIE A. CHALLENGER
MY COMMISSION # HH 335950
EXPIRES: March 27, 2027

Natalie A Challenger
Notary Public

Natalie A Challenger
Print or Type Name

PROPERTY RECORD CARD

General Information

Name:	SCHOOL BOARD OF LAKE COUNTY	**Alternate Key:**	1039771
Mailing Address:	201 W BURLEIGH BLVD TAVARES, FL 32778 *Update Mailing Address*	**Parcel Number:**	27-19-27-0004-000-01400
		Millage Group and City:	0002 Unincorporated
		2024 Total Certified Millage Rate:	13.5721
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	ROUND LAKE RD MOUNT DORA FL, 32757	**Property Name:**	ROUND LAKE ELEMENTARY SCHOOL *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	E 3/4 OF NE 1/4 OF SE 1/4--LESS BEG AT NE COR OF E 1/2 OF NE 1/4 OF SE 1/4, RUN S 0-23-12 E ALONG E LINE 1322.94 FT TO SE COR OF E 1/2 OF NE 1/4 OF SE 1/4, S 89-45-04 W ALONG SAID S LINE 40.55 FT, N 0-34-52 W 219.40 FT, N 01-50-54 W 228.24 FT, N 0-08-51 W 128.86 FT, N 01-53-48 E 100.50 FT, N 0-26-38 W 199.88 FT, N 0-40-29 W 446.35 FT TO N LINE OF E 1/2 OF NE 1/4 OF SE 1/4, N 89-53-36 E 45.02 FT TO POB FOR RD R/W-- ORB 1608 PG 1712 ORB 2440 PG 2175		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SCHOOL - PUBLIC (8300)	0	0		28.680	Acre	$387,180.00	$387,180.00

Click here for Zoning Info Map

FEMA Flood

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	SCHOOL BUILDING (SCX)	1	UT	2001	$5,355,000.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1608 / 1712	05/08/1998	Warranty Deed	Unqualified	Vacant	$1.00
1231 / 1596	06/01/1993	Warranty Deed	Unqualified	Vacant	$35,000.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2025 CERTIFIED VALUES. The Market Value listed below is not intended to represent the anticipated

selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$5,742,180	$5,742,180	$0	5.0364	$0.00
SCHOOL BOARD STATE	$5,742,180	$5,742,180	$0	3.1240	$0.00
SCHOOL BOARD LOCAL	$5,742,180	$5,742,180	$0	2.9980	$0.00
LAKE COUNTY WATER AUTHORITY	$5,742,180	$5,742,180	$0	0.2940	$0.00
NORTH LAKE HOSPITAL DIST	$5,742,180	$5,742,180	$0	0.4100	$0.00
ST JOHNS RIVER FL WATER MGMT DIST	$5,742,180	$5,742,180	$0	0.1793	$0.00
LAKE COUNTY MSTU STORMWATER	$5,742,180	$5,742,180	$0	0.4957	$0.00
LAKE COUNTY MSTU AMBULANCE	$5,742,180	$5,742,180	$0	0.4629	$0.00
LAKE COUNTY VOTED DEBT SERVICE	$5,742,180	$5,742,180	$0	0.0918	$0.00
LAKE COUNTY MSTU FIRE	$5,742,180	$5,742,180	$0	0.4800	$0.00
				Total: 13.5721	**Total:** $0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

	Homestead Exemption (first exemption up to $25,000)	*Learn More*	*View the Law*
	Additional Homestead Exemption (up to an additional $25,000)	*Learn More*	*View the Law*
	Limited Income Senior Exemption (applied to county millage - up to $50,000)	*Learn More*	*View the Law*
	Limited Income Senior Exemption (applied to city millage - up to $25,000)	*Learn More*	*View the Law*
	Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	*Learn More*	*View the Law*
	Widow / Widower Exemption (up to $5,000)	*Learn More*	*View the Law*
	Blind Exemption (up to $500)	*Learn More*	*View the Law*
	Disability Exemption (up to $5,000)	*Learn More*	*View the Law*
	Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
	Veteran's Disability Exemption ($5,000)	*Learn More*	*View the Law*
	Veteran's Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
	Veteran's Combat Related Disability Exemption (amount varies)	*Learn More*	*View the Law*
	Deployed Servicemember Exemption (amount varies)	*Learn More*	*View the Law*
	First Responder Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
	Surviving Spouse of First Responder Exemption (amount varies)	*Learn More*	*View the Law*
	Conservation Exemption (amount varies)	*Learn More*	*View the Law*
	Tangible Personal Property Exemption (up to $25,000)	*Learn More*	*View the Law*
✓	Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	*Learn More*	*View the Law*
	Economic Development Exemption	*Learn More*	*View the Law*
	Government Exemption (amount varies)	*Learn More*	*View the Law*

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

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Property data updated nightly.
Site Notice

98 35106

REC 5.00 RECEIVED FOR
TF 1.00 EXCISE TAXES
MORT. DOC
DEED DOC 3500.00
INT
JAMES C. WATKINS, CLERK LAKE CO. FL
BY SS D.C.

O.R. BOOK 1608 PAGE 1712

THIS INSTRUMENT PREPARED BY:
DEL G. POTTER, Esquire
POTTER, CLEMENT AND LOWRY
308 East Fifth Avenue
Mount Dora, FL 32757

This Warranty Deed Made and executed the 8th day of **May, 1998,**

by **DAVID L. BROWN, a single person,**
whose address is: 21619 S.R. 46, Mount Dora, FL 32757,
hereinafter called the grantor,

to **THE SCHOOL BOARD OF LAKE COUNTY,**
whose address is: 201 W. Burleigh Blvd., Tavares, FL 32778,
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee", include all the parties to this instrument and their heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations).

Witnesseth: That the grantor, for and in consideration of $ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all that certain land situate in **Lake** County, Florida, viz:

The Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4; and the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida.
ALSO: The South 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, lying and being in Lake County, Florida.
ALSO: The North 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida.

Parcel I.D. No. 2719270004-000-01300 & 01301 & 01400

MAY 13 9 30 AM '98
RECORDED
RECORD VERIFIED
LAKE COUNTY, FL

SUBJECT to easements, restrictions and reservations of record, if any; however, this reference shall not operate to reimpose the same.

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with the said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1997.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered in our presence:

Linda L. Cerwinsky
LINDA L. CERWINSKY

W. Glenn Tyre
W. Glenn Tyre

David L. Brown
DAVID L. BROWN

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 8th day of **May, 1998,** by **DAVID L. BROWN, a single person,** who is/are personally known to me or who has/have produced _____ as identification.

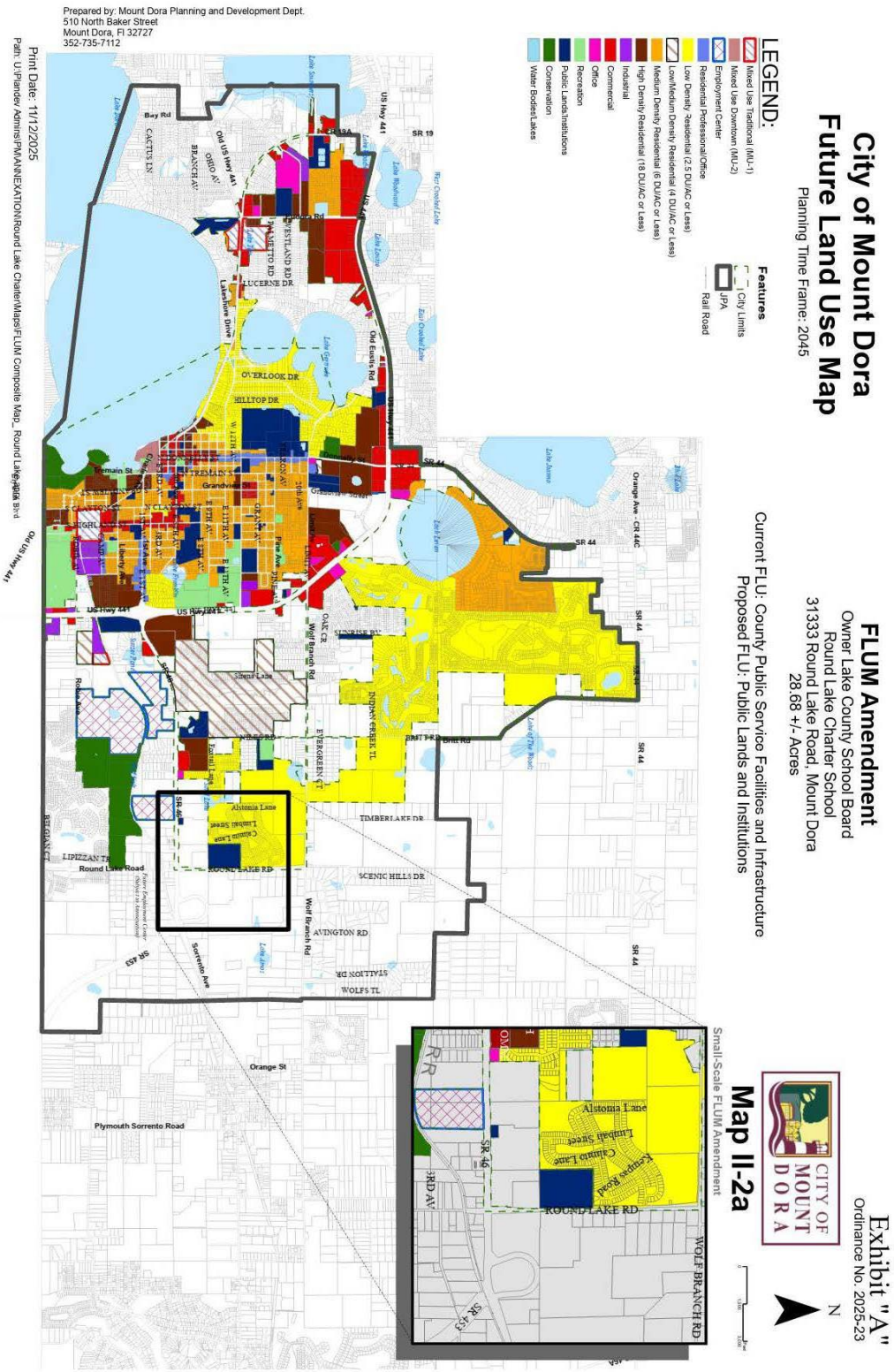
Linda L. Cerwinsky
Notary Public
My Commission Expires:

LINDA L. CERWINSKY
MY COMMISSION # CC 700516
EXPIRES: January 30, 2002
Bonded Thru Notary Public Underwriters

Return to
POTTER, CLEMENT & LOWRY
308 East Fifth Avenue
Mount Dora, Florida 32757

EXHIBIT "A"

Future Land Use Map Amendment



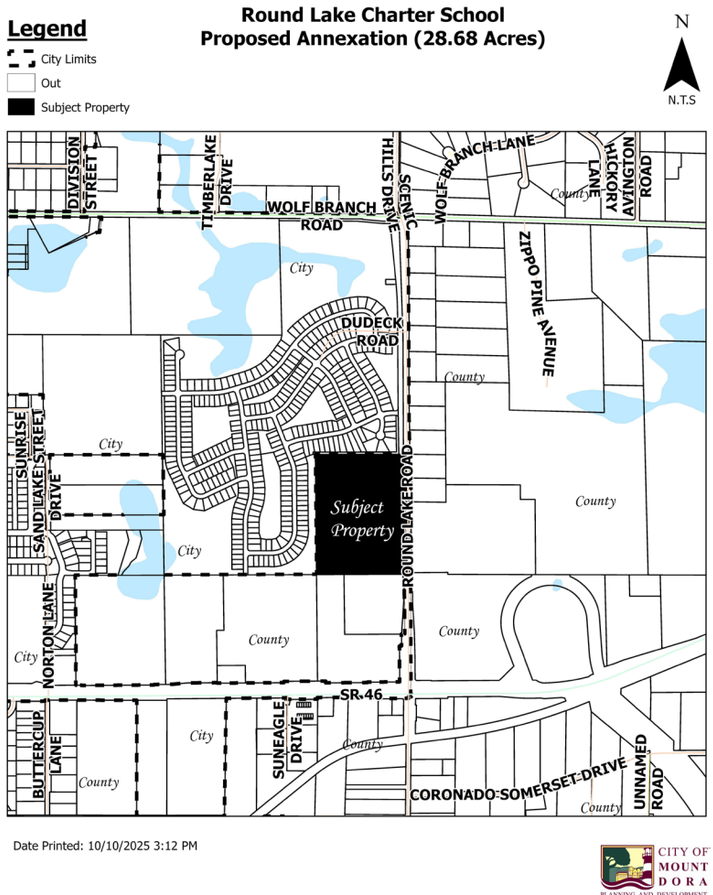
NOTICE OF COMPREHENSIVE PLAN CHANGE
FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 2025-23
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida will conduct public hearings to consider the adoption of Ordinance No. 2025-23 for proposed changes to the City of Mount Dora Comprehensive Plan to amend the Future Land Use Map. The title and substance of proposed Ordinance is as follows:

ORDINANCE NO: 2025-23

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF STATE ROAD 46 AND WEST OF ROUND LAKE ROAD, 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.

Further, the adoption of Ordinance No. 2025-23 includes a Future Land Use Map Amendment changing certain lands from County Public Service Facility and Infrastructure to City Public Lands and Institutions as depicted on the map of this advertisement below:



The City Council of the City of Mount Dora, Florida will conduct public hearing to consider the adoption of Ordinance No. 2025-23 on **Tuesday, February 3, 2026**. The meeting will be held at City Hall, 510 North Baker Street, Mount Dora, Florida and will begin at 6:00 p.m., or as soon thereafter as possible.

Interested parties may appear at the meeting and be heard with respect to the proposed comprehensive plan amendment.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

For Questions or Comments, please email staff at **planning@mountdora.gov.**
Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: January 23, 2026

NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2025-23
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance No. 2025-23. The final public hearing on the ordinance will be held on **Tuesday, February 17, 2025 at 6:00 p.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance No. 2025-23 is as follows:

ORDINANCE NO: 2025-23

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF STATE ROAD 46 AND WEST OF ROUND LAKE ROAD, 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.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published (Legal Notice): February 6, 2026 and February 13, 2026

ORDINANCE NO: 2025-23

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF STATE ROAD 46 AND WEST OF ROUND LAKE ROAD, 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.

WHEREAS, the City of Mount Dora is committed to planning and managing for future growth and redevelopment of property located within the City limits; and

WHEREAS, the Florida Statutes, Section 163.3167 empowers the City of Mount Dora to adopt and amend the City of Mount Dora Comprehensive Plan 2045; and

WHEREAS, pursuant to Florida Statutes, Section 163.3187, the School Board of Lake County (Property Owner) submitted an application requesting a change in Future Land Use designation and amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to that property located north of State Road 46 and west of Round Lake Road, as depicted in **Exhibit "A"** attached hereto (Property); and

WHEREAS, the proposed Comprehensive Plan Amendment qualifies as small-scale development amendment because the Property is not more than fifty acres in size, the proposed amendment does not involve a text change to the goals, policies and objectives of the City and only proposes a land use change to the City's Future Land Use Map and,

WHEREAS, the Property is not located within an area of critical state concern; and

WHEREAS, in accordance with applicable law, notice of the proposed Comprehensive Plan amendment was provided to Lake County and to the public by way of publication in a newspaper of general circulation in the City; and

WHEREAS, on December 17, 2025, the City of Mount Dora Planning and Zoning Commission approved the proposed amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property; and

WHEREAS, after conducting a public hearing, the City of Mount Dora finds that the proposed amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP.

A. The Future Land Use designation of City Public Lands and Institutions is hereby assigned to that Property located on the north side of SR 46 and west of Round Lake Road, identified by a portion of Tax Parcel ID # 27-19-27-0004-000-01400, Alt. Key # 1039771, and more particularly described as:

> The Southeast ¼ of the Northeast ¼ of the Southeast ¼ of Section 27, Township 19 South, Range 27 East, Lake County, Florida.
>
> ALSO: The South ½ of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of Section 27, Township 19 South, Range 27 East, lying and being in Lake County, Florida.
>
> ALSO: The North ½ of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of Section 27, Township 19 South, Range 27 East, Lake County, Florida.

B. The Future Land Use Map II-2a of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045, adopted by City of Mount Dora Ordinance 2020-04, on June 16, 2020; amended by City of Mount Dora Ordinance No. 2023-01, on January 17, 2023, is hereby amended to include the Future Land Use assignment set forth herein.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. **SAVINGS CLAUSE.** All prior actions of the City of Mount Dora pertaining to the requested Future Land Use change and amendment to Future Land Use Map II-2a of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7. **SEVERABILITY.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the City, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ___ day of September, 2026.

Signatures on next page

JAMES HOMICH
MAYOR of the City of Mount Dora, Florida

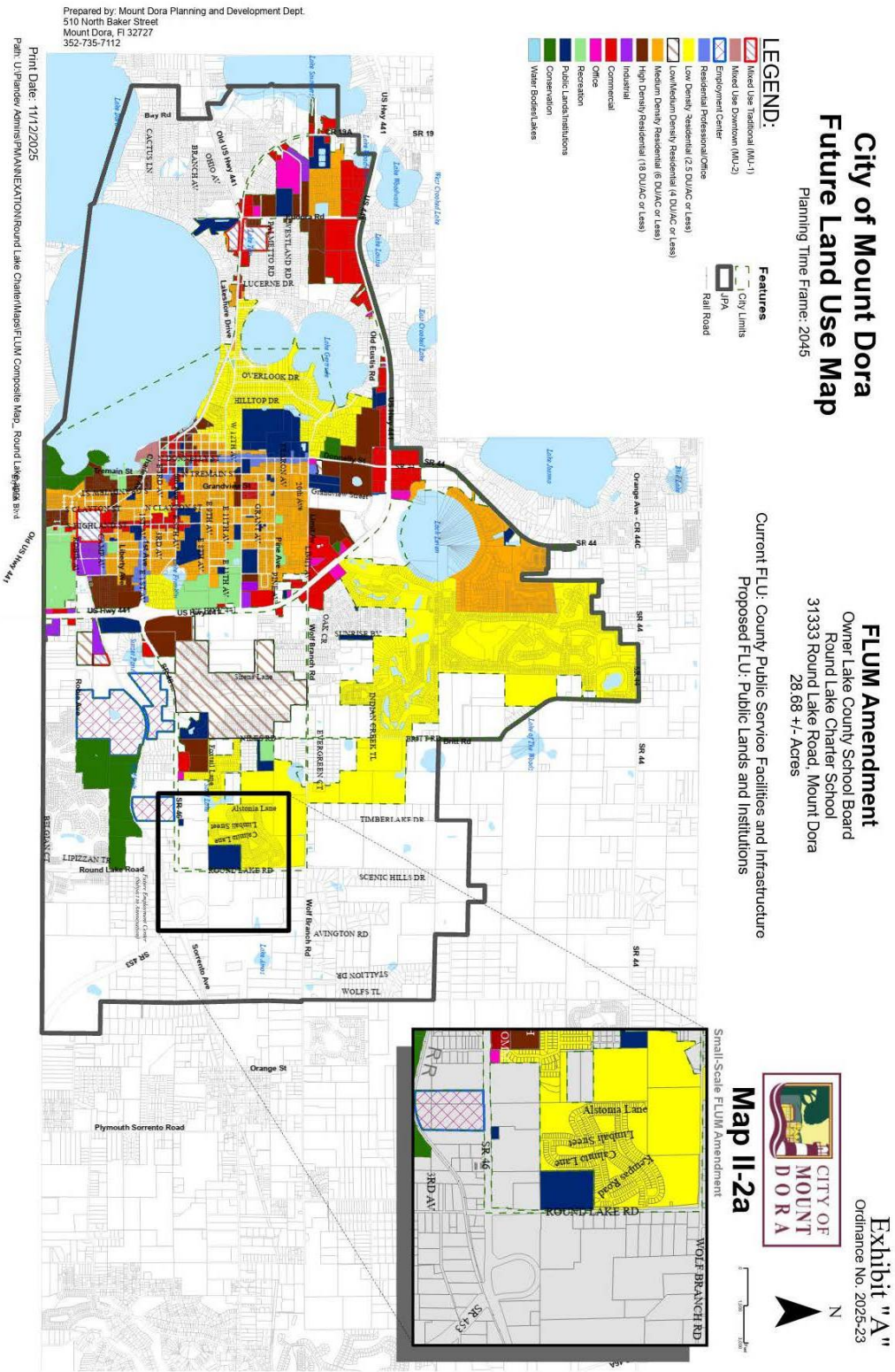
ATTEST:

JEANANN HAND
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Patrick Brackens, City Attorney

EXHIBIT "A"
Future Land Use Map Amendment



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **February 3, 2026**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval First Reading of **Ordinance No. 2025-24**, Change in Zoning, School Board of Lake County, Round Lake Charter School (28.68 +/- Acres)

Introduction:
This is a request for City Council to approve the first reading of Ordinance No. 2025-24 and hold the hearing for the second reading and adoption.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
Swearing-in of all speakers and witnesses
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:
As required by Florida Statutes, Section 166.041(4), Attachment #1 is the completed Business Impact Estimate. This request is associated with land use type action. The staff report and application are provided in Attachment #2. The advertisements for the adoption hearing are provided in Attachment #3.

The sequence of events leading to the presentation before City Council are as follows:
The application was submitted to the Office on September 24, 2025;
The Development Review Committee (DRC) reviewed the rezoning application and had no comments or objections to the request; and
The Planning and Zoning Commission (PZC), at their regularly scheduled meeting held on December 17, 2025, recommended approval of the rezoning application.

Budget Impact:
There are no budgetary impacts on the City in regards to the processing a rezoning application.

Strategic Impact:

GOAL 1: Economic Development. Rezoning requests which address density and intensity changes are consistent with Growth Management Goals.

Recommendation:

City Council to approve First Reading of Ordinance No. 2025-24 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 - Business Impact Estimate
2. Attachment 2 - PZC Memo - Round Lake Rezoning
3. Attachment 3 - Legal Notices
4. Ordinance 2025-24_ Roundlake Chart_ Rezoning_(1st Reading 2-3-26)

Prepared by: Michele Janiszewski, Deputy Planning Director

Reviewed by:

Michele Janiszewski, Deputy Planning Director	Approved - 1/9/2026
City Attorney, City Attorney	Approved - 1/28/2026
Jeanann Hand, City Clerk	Approved - 1/28/2026
Vince Sandersfeld, City Manager	Final Approval - 1/28/2026

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: **2025-24**

ORDINANCE TITLE: **Change in Zoning for 28.68 acres owned by Lake County School Board, also known as Round Lake Charter School**

DEPARTMENT: **Planning & Zoning**

MEETING DATE: **February 3, 2026 (First Reading)**
February 17, 2026 (Second Reading and Adoption)

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO: 2025-24

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FROM COUNTY COMMUNITY FACILITY DISTRICT (CFD) TO CITY PUBLIC LANDS AND INSTITUTIONS (PLI) FOR PROPERTY LOCATED ON THE NORTH SIDE OF STATE ROAD 46 AND WEST OF ROUND LAKE ROAD, COMPRISING 26.68 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.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City of Mount Dora;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):
   This ordinance amends the Zoning Map to establish a zoning district for 28.68 +/- acres which were recently annexed into the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
   a. An estimate of direct compliance costs that businesses may reasonably incur;
      No direct impact to general businesses.

   b. Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
      No new charges or fees are set forth in the ordinance.

   c. An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
      No additional regulatory costs, staff administration only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   This ordinance is not anticipated to affect businesses.

4. Additional information the governing body deems useful (if any):
   N/A

DATE: December 17, 2025

TO: Planning and Zoning Commission

FROM: Development Review Committee
Ryan Winkler, AICP, Senior Planner

RE: Request for Change in Zoning from CFD (County) to PLI (City) for 28.68 Acres; located on the north side of State Road 46 and west of Round Lake Road (Location); 31333 Round Lake Road, Mount Dora (Site Address); Lake County School Board (Owner, Applicant); Project No.: Z25-03

Recommendation:
Staff recommends approval of the above-referenced request for change in zoning from County CFD to City PLI and forward same consideration to the Planning and Zoning Commission. Approval subject to annexation and Future Land Use Map Amendment.

Reference/Support:
Section 3.3. *LDC*

Background:

Owners:	Lake County School Board
Applicants:	Lake County School Board
Existing Use:	Charter School (K-8)
Proposed Use:	Charter School (K-8)
Proposed Zoning:	City PLI (Public Lands and Institutions)
Current Zoning:	County CFD (Community Facility District)
Future Land Use:	County Public Service Facility and Infrastructure
Proposed FLU:	City Public Lands and Institutions
Overlay Zones/Areas:	None
FAR Maximum:	0.70
Site Area:	28.68 +/- acres
JPA:	Yes

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	Low Density Residential	PUD	Residential Subdivision
South	County	Res. Low	Ag / CFD	Vacant / Church
East	County	Reg. Office	R-1 / R-2	SFR
West	City	Low Density Residential	PUD	Residential Subdivision

STAFF ANALYSIS

This request was tabled in a 5-0 vote at the November 19, 2025 planning and zoning commission requesting the applicant to provide additional information to explain the request.

The applicant is requesting a change of the zoning district for approximately 28.68 acres located at 31333 Round Lake Road, generally located north side of State Road 46 and west of Round Lake Road. The applicant has submitted annexation and future land use amendment applications to run concurrently with the rezoning application. The applicant has indicated the intended use to maintain the existing Charter School (K-8) use.

The PLI zoning district is established to provide areas for public and institutional uses. Areas of the city in which this district is most appropriate are designated as "public lands and institutions" on the future land use map of the comprehensive plan; however this district is also permitted within all other land use designations (Section 3.4.13 *LDC*).

A review of the criteria in Section 3.3.4 of the Land Development Code reveals the following:

1. The need and justification for the change: The proposed change in zoning is associated with an annexation. Annexation of lands required assignment of both City Future Land Use and zoning designations. The applicant would like to maintain the existing charter school use and facilitate agreements with City of Mount Dora public safety agencies. The proposed use is allowed under the PLI (Public Lands and Institutions) Zoning District.

2. The effect of the change, if any, on the particular property and on surrounding property: The proposed City PLI should not have a negative effect on this property nor on the surrounding property. The proposed zoning is consistent with the land use pattern and character of the area. Again, as stated in previous criteria, the proposed change in zoning is less intense and will have less impacts on City services.

3. The relationship of the proposed amendment to the purpose of the City's *Comprehensive Plan*, with appropriate consideration as to whether the proposed change will further the purpose of this Code and the Plan: Again, the proposed change in zoning is associated with an annexation. The proposed PLI zoning will require a small scale Future Land Use Map Amendment from County Public Service Facilities and Infrastructure to City Public Lands and Institutions. The proposed change to PLI and City PLI is consistent with the City's Comprehensive Plan.

4. The availability and provision of adequate services and facilities: Services and facilities are currently available to this property. As of the writing of this report, capacity at Wastewater Treatment Plant #2 is currently reaching or at capacity. No new unpermitted or unapproved projects will receive final development order until capacity becomes available. The property is currently serviced by a septic system, and does not proposed to connect to central sewer system.

5. The impact on the natural environment: There are no adverse impacts on the natural environment as a result of this rezoning. Applicant does not propose any development as part of this rezoning application.

Notifications:
JPA Notice to Lake County: November 20, 2025
Legal Notice PZC/CC: November 20, 2025
Notice to Surrounding Owners: November 7, 2025
Non-Legal with Map Ad City Council 1st Reading: November 7, 2025
Non-Legal with Map Ad City Council Adoption: January 9, 2026
Ordinance Enactment Legal Ad: January 16, 2026

Public Hearing Schedule:
DRC: October 29, 2025
PZC: November 19, 2025 10:00 am (tabled vote 5-0)
PZC: December 17, 2025 10:00 am
City Council 1st Reading: December 2, 2025 (6:00 pm)
City Council 2nd Reading/Adoption: January 20, 2026 (6:00 pm)

Attachments:
Vicinity Map
Aerial Map
Zoning Area Map

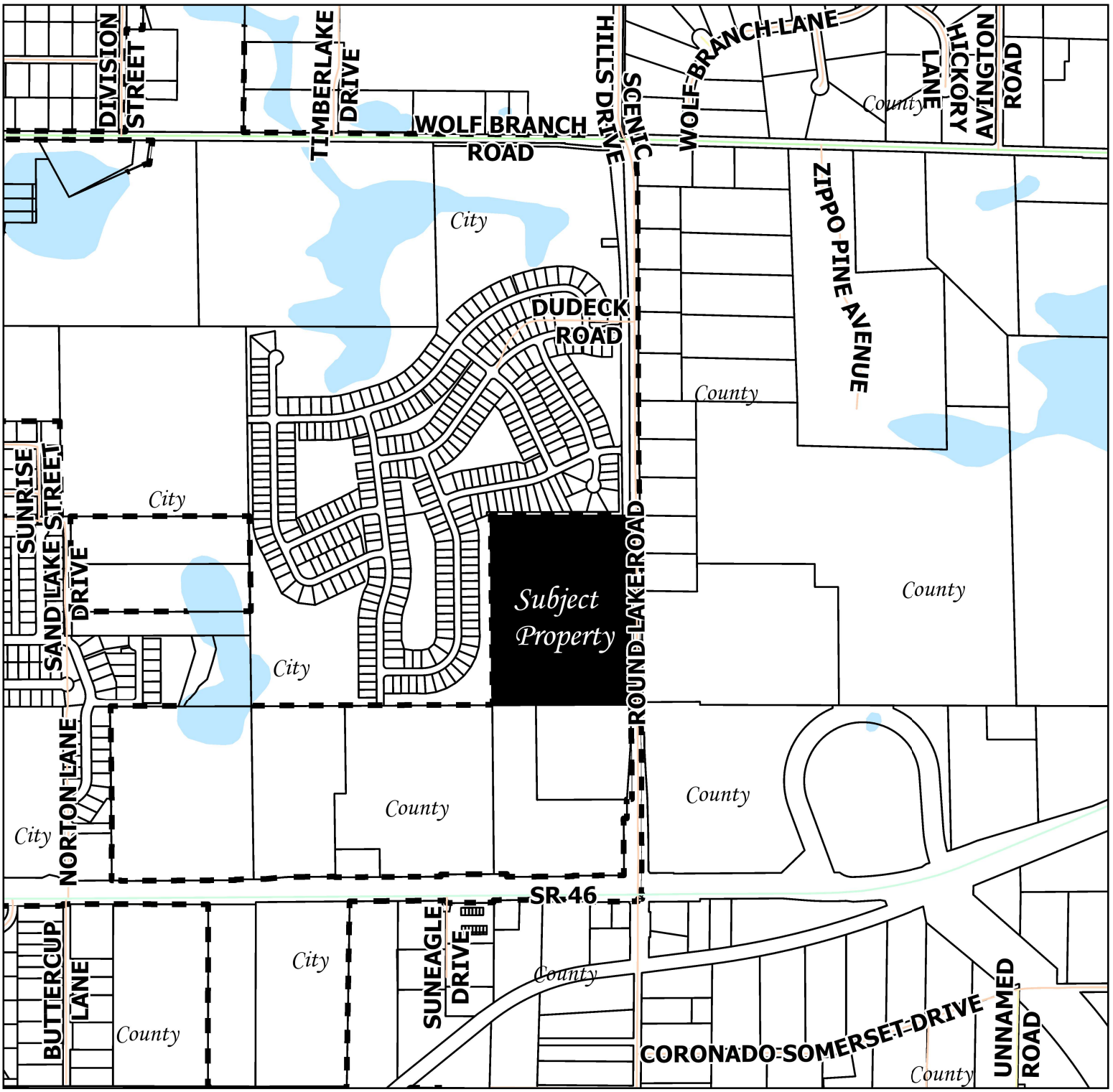
Round Lake Charter School
Proposed Annexation (28.68 Acres)

Legend

- City Limits
- Out
- Subject Property

N

N.T.S



Date Printed: 10/10/2025 3:12 PM

CITY OF MOUNT DORA
PLANNING AND DEVELOPMENT

Zoning District
Composite City & Lake County

Legend

City Limits

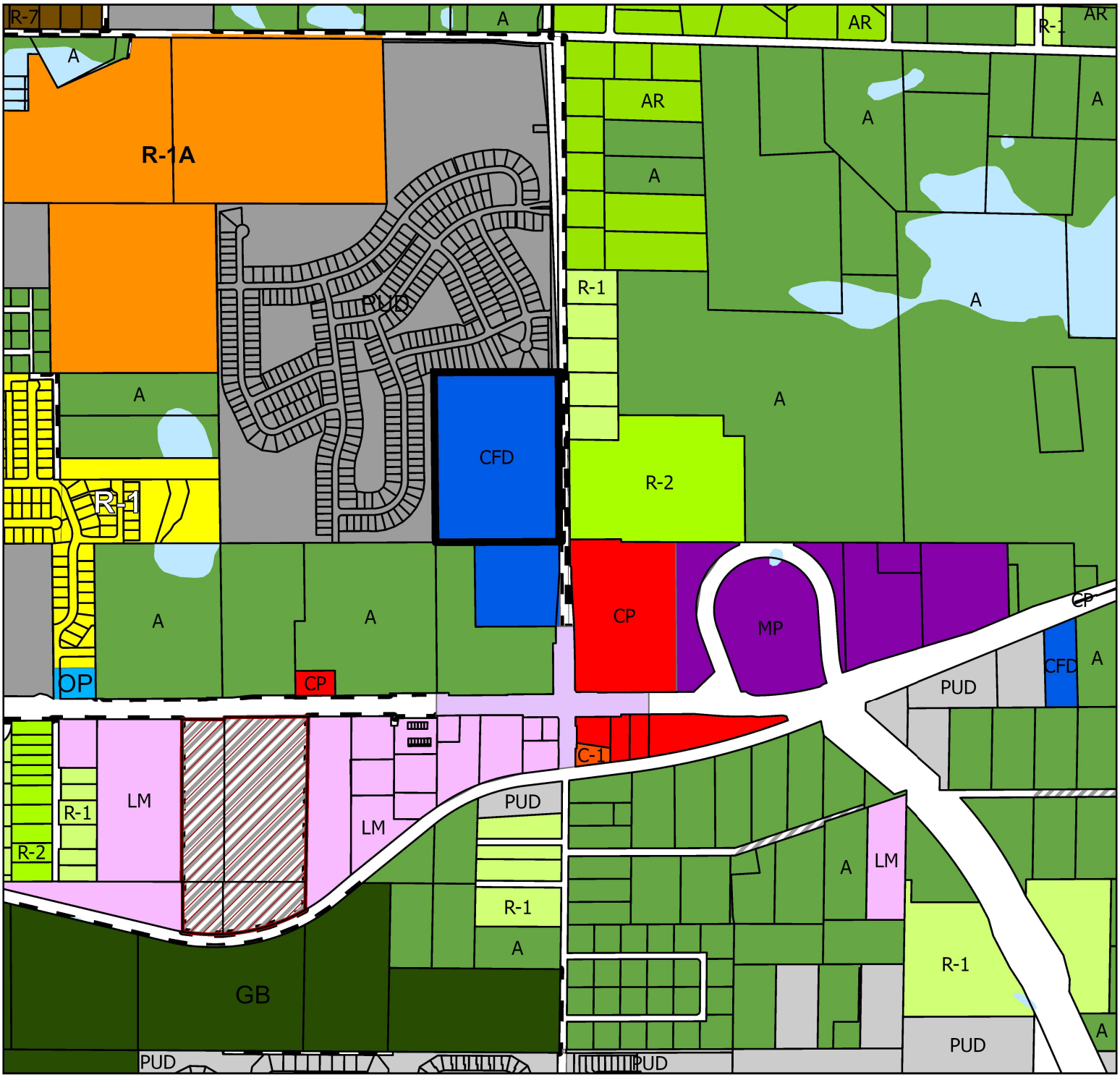
In

Out

Subject Property

31333 Roiund Lake Road, Mount Dora
County Community Facility District (CFD) to
City Public Lands and Institutions (PLI)

N



11/12/2025

0 0.13 0.25 0.5 Miles

CITY OF MOUNT DORA
PLANNING AND DEVELOPMENT

City of Mount Dora
Future Land Use Map

Planning Time Frame: 2045

FLUM Amendment

Owner Lake County School Board
Round Lake Charter School
31333 Round Lake Road, Mount Dora
28.68 +/- Acres

Current FLU: County Public Service Facilities and Infrastructure
Proposed FLU: Public Lands and Institutions

Exhibit "A"
Ordinance No. 2025-23

CITY OF MOUNT DORA

N

0 1,500 3,000 Feet

Map II-2a

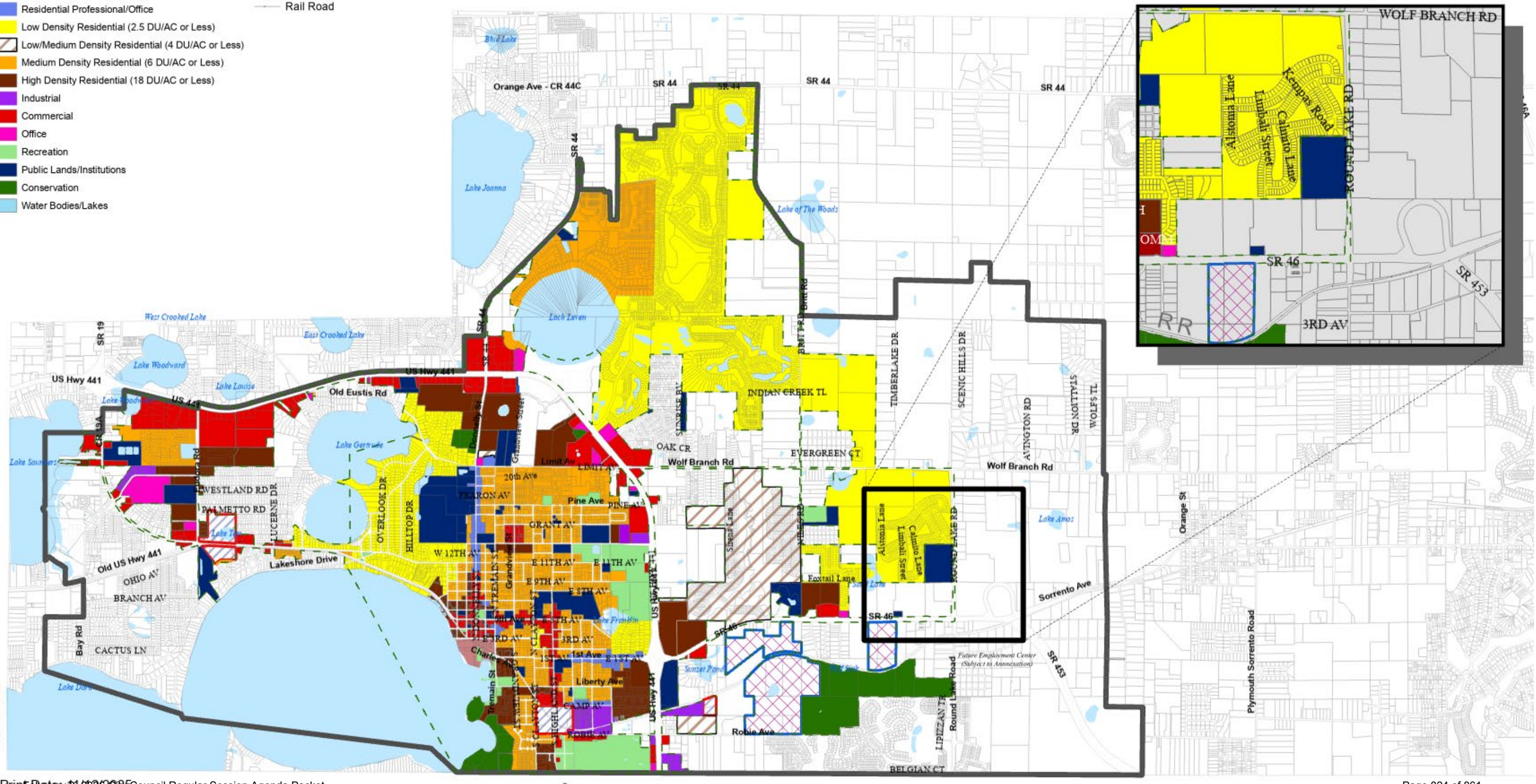
LEGEND:

- Mixed Use Traditional (MU-1)
- Mixed Use Downtown (MU-2)
- Employment Center
- Residential Professional/Office
- Low Density Residential (2.5 DU/AC or Less)
- Low/Medium Density Residential (4 DU/AC or Less)
- Medium Density Residential (6 DU/AC or Less)
- High Density Residential (18 DU/AC or Less)
- Industrial
- Commercial
- Office
- Recreation
- Public Lands/Institutions
- Conservation
- Water Bodies/Lakes

Features

- City Limits
- JPA
- Rail Road

Small-Scale FLUM Amendment



Prepared by: Mount Dora Planning and Development Dept.
510 North Baker Street
Mount Dora, Fl 32727
352-735-7112

Print Date: 1/20/2025

Path: U:\Plandev Admins\PM\ANNEXATION\Round Lake Charter\Maps\FLUM Composite Map_ Round Lake.aprx

RECEIVED
By stevensa at 10:57 am, Sep 24, 2025

CITY OF MOUNT DORA

Z25-03

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmountdora.com

REZONING APPLICATION

Date: _____

1. Applicant's Name: Lake County Schoools - Heather Croney, Senior Planner
   Company's Name: Lake County Schools
   Address: 201 West Burleigh Blvd
   City, State & Zip: Tavares, FL 32778
   Phone: 352-253-6696 E-mail: croneyh@lake.k12.fl.us

2. Owner's Name: Lake County Schools - Kelly Randall, Exec. Director of Facilities & Growth Planning
   Company's Name: Lake County Schools
   Address: 201 West Burleigh Blvd
   City, State & Zip: Tavares, FL 32778
   Phone: 352-253-6698 E-mail: randallk@lake.k12.fl.us

3. The property generally located and list adjacent streets: on the west side of Round Lake Rd south of Wolf Branch Rd, North of SR 46

4. The address(s) of the property: 31333 Round Lake Rd, Mt Dora, FL 32757

5. Size of property in Acres: 28.68 acres Square Feet: _____

6. Current Zoning District: Lake County Community Facility District (CFD)

7. Requested Zoning District: Mount Dora Public Lands and Institutions District (PLI)

8. Future Land Use Category: Lake County Public Service Facility and Infrastructure

9. Present use and structures on the property (list number of residential dwelling units):
   property is currently used for Round Lake Charter K-8, school-related structures exist, no residential dwelling units

10. Building Size (Existing): _____

11. Proposed use of property: to remain same - Round Lake Charter K-8

12. State the reason for this request, per Section 3.3 of the City's land Development Code (attached additional sheets and support data):

potential future utilities connection

13. Is the proposed use permissible in the requested district? yes

14. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	Low Density Residential	PUD	Single Family Residential
South	County	Regional Office	A & CFD	Real Life Christian Church
East	County	PUD	R1 & PUD	Single Family Residential
West	City	Low Density Residential	PUD	Single Family Residential

(districts/categories may be abbreviated)

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Tyler brandeburg, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.

Signature of Applicant

Tyler Brandeburg
Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 22 day of September 2025 by Tyler Brandeburg who is personally known to me or who has produced _____ as identification and who did X or did not _____ take an oath.

SEAL:

NATALIE A. CHALLENGER
MY COMMISSION # HH 335950
EXPIRES: March 27, 2027

Natalie A Challenger
Notary Public

Natalie A. Challenger
Print or Type Name

Property Record Card

General Information

Name:	SCHOOL BOARD OF LAKE COUNTY	**Alternate Key:**	1039771
Mailing Address:	201 W BURLEIGH BLVD TAVARES, FL 32778 *Update Mailing Address*	**Parcel Number:**	27-19-27-0004-000-01400
		Millage Group and City:	0002 Unincorporated
		2024 Total Certified Millage Rate:	13.5721
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	ROUND LAKE RD MOUNT DORA FL, 32757	**Property Name:**	ROUND LAKE ELEMENTARY SCHOOL *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	E 3/4 OF NE 1/4 OF SE 1/4--LESS BEG AT NE COR OF E 1/2 OF NE 1/4 OF SE 1/4, RUN S 0-23-12 E ALONG E LINE 1322.94 FT TO SE COR OF E 1/2 OF NE 1/4 OF SE 1/4, S 89-45-04 W ALONG SAID S LINE 40.55 FT, N 0-34-52 W 219.40 FT, N 01-50-54 W 228.24 FT, N 0-08-51 W 128.86 FT, N 01-53-48 E 100.50 FT, N 0-26-38 W 199.88 FT, N 0-40-29 W 446.35 FT TO N LINE OF E 1/2 OF NE 1/4 OF SE 1/4, N 89-53-36 E 45.02 FT TO POB FOR RD R/W-- ORB 1608 PG 1712 ORB 2440 PG 2175		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SCHOOL - PUBLIC (8300)	0	0		28.680	Acre	$387,180.00	$387,180.00

Click here for Zoning Info Map

FEMA Flood

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	SCHOOL BUILDING (SCX)	1	UT	2001	$5,355,000.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1608 / 1712	05/08/1998	Warranty Deed	Unqualified	Vacant	$1.00
1231 / 1596	06/01/1993	Warranty Deed	Unqualified	Vacant	$35,000.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2025 CERTIFIED VALUES. The Market Value listed below is not intended to represent the anticipated

selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$5,742,180	$5,742,180	$0	5.0364	$0.00
SCHOOL BOARD STATE	$5,742,180	$5,742,180	$0	3.1240	$0.00
SCHOOL BOARD LOCAL	$5,742,180	$5,742,180	$0	2.9980	$0.00
LAKE COUNTY WATER AUTHORITY	$5,742,180	$5,742,180	$0	0.2940	$0.00
NORTH LAKE HOSPITAL DIST	$5,742,180	$5,742,180	$0	0.4100	$0.00
ST JOHNS RIVER FL WATER MGMT DIST	$5,742,180	$5,742,180	$0	0.1793	$0.00
LAKE COUNTY MSTU STORMWATER	$5,742,180	$5,742,180	$0	0.4957	$0.00
LAKE COUNTY MSTU AMBULANCE	$5,742,180	$5,742,180	$0	0.4629	$0.00
LAKE COUNTY VOTED DEBT SERVICE	$5,742,180	$5,742,180	$0	0.0918	$0.00
LAKE COUNTY MSTU FIRE	$5,742,180	$5,742,180	$0	0.4800	$0.00
				Total: 13.5721	**Total:** $0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

	Homestead Exemption (first exemption up to $25,000)	*Learn More*	*View the Law*
	Additional Homestead Exemption (up to an additional $25,000)	*Learn More*	*View the Law*
	Limited Income Senior Exemption (applied to county millage - up to $50,000)	*Learn More*	*View the Law*
	Limited Income Senior Exemption (applied to city millage - up to $25,000)	*Learn More*	*View the Law*
	Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	*Learn More*	*View the Law*
	Widow / Widower Exemption (up to $5,000)	*Learn More*	*View the Law*
	Blind Exemption (up to $500)	*Learn More*	*View the Law*
	Disability Exemption (up to $5,000)	*Learn More*	*View the Law*
	Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
	Veteran's Disability Exemption ($5,000)	*Learn More*	*View the Law*
	Veteran's Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
	Veteran's Combat Related Disability Exemption (amount varies)	*Learn More*	*View the Law*
	Deployed Servicemember Exemption (amount varies)	*Learn More*	*View the Law*
	First Responder Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
	Surviving Spouse of First Responder Exemption (amount varies)	*Learn More*	*View the Law*
	Conservation Exemption (amount varies)	*Learn More*	*View the Law*
	Tangible Personal Property Exemption (up to $25,000)	*Learn More*	*View the Law*
✓	Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	*Learn More*	*View the Law*
	Economic Development Exemption	*Learn More*	*View the Law*
	Government Exemption (amount varies)	*Learn More*	*View the Law*

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

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Property data updated nightly.
Site Notice



PIN
Approximate location based on user input and does not represent an authoritative property location

MAP PANELS
Selected FloodMap Boundary
Digital Data Available
No Digital Data Available
Unmapped

OTHER AREAS
NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth
Regulatory Floodway Zone AE, AO, AH, VE, AR

OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D

OTHER FEATURES
20.2 Cross Sections with 1% Annual Chance
17.5 Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature

GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

E 3/4 OF NE 1/4 OF SE 1/4--LESS BEG AT NE COR OF E 1/2 OF NE 1/4 OF SE 1/4, RUN S 0-23-12 E ALONG E LINE 1322.94 FT TO SE COR OF E 1/2 OF NE 1/4 OF SE 1/4, S 89-45-04 W ALONG SAID S LINE 40.55 FT, N 0-34-52 W 219.40 FT, N 01-50-54 W 228.24 FT, N 0-08-51 W 128.86 FT, N 01-53-48 E 100.50 FT, N 0-26-38 W 199.88 FT, N 0-40-29 W 446.35 FT TO N LINE OF E 1/2 OF NE 1/4 OF SE 1/4, N 89-53-36 E 45.02 FT TO POB FOR RD R/W-- ORB 1608 PG 1712 ORB 2440 PG 2175

98 35106

REC 5.00 RECEIVED FOR
TF 1.00 EXCISE TAXES
MORT. DOC
DEED DOC 3500.00
INT
JAMES C. WATKINS, CLERK LAKE CO. FL
BY SS D.C.

O.R. BOOK 1608 PAGE 1712

THIS INSTRUMENT PREPARED BY:
DEL G. POTTER, Esquire
POTTER, CLEMENT AND LOWRY
308 East Fifth Avenue
Mount Dora, FL 32757

This Warranty Deed Made and executed the 8th day of **May, 1998,**

by **DAVID L. BROWN, a single person,**
whose address is: 21619 S.R. 46, Mount Dora, FL 32757,
hereinafter called the grantor,

to **THE SCHOOL BOARD OF LAKE COUNTY,**
whose address is: 201 W. Burleigh Blvd., Tavares, FL 32778,
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee", include all the parties to this instrument and their heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations).

Witnesseth: That the grantor, for and in consideration of $ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all that certain land situate in **Lake** County, Florida, viz:

The Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4; and the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida.
ALSO: The South 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, lying and being in Lake County, Florida.
ALSO: The North 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida.

Parcel I.D. No. 2719270004-000-01300 & 01301 & 01400

CLERK

MAY 13 9 30 AM '98

RECORDED
RECORD VERIFIED
LAKE COUNTY, FL

SUBJECT to easements, restrictions and reservations of record, if any; however, this reference shall not operate to reimpose the same.

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with the said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1997.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered in our presence:

Linda L. Cerwinsky
LINDA L. CERWINSKY

W. Glenn Tyre
W. Glenn Tyre

David L. Brown
DAVID L. BROWN

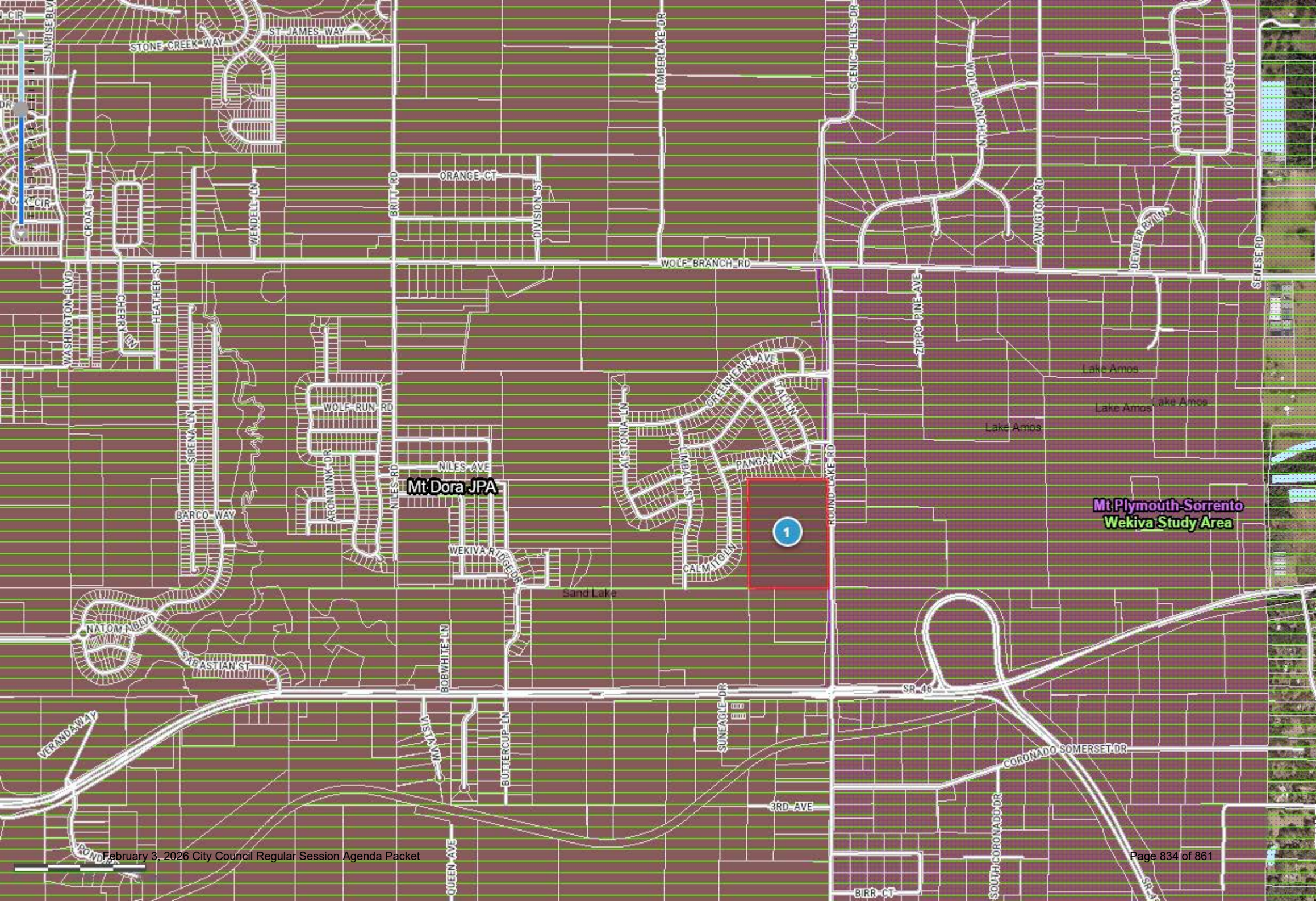
STATE OF FLORIDA
COUNTY OF Lake

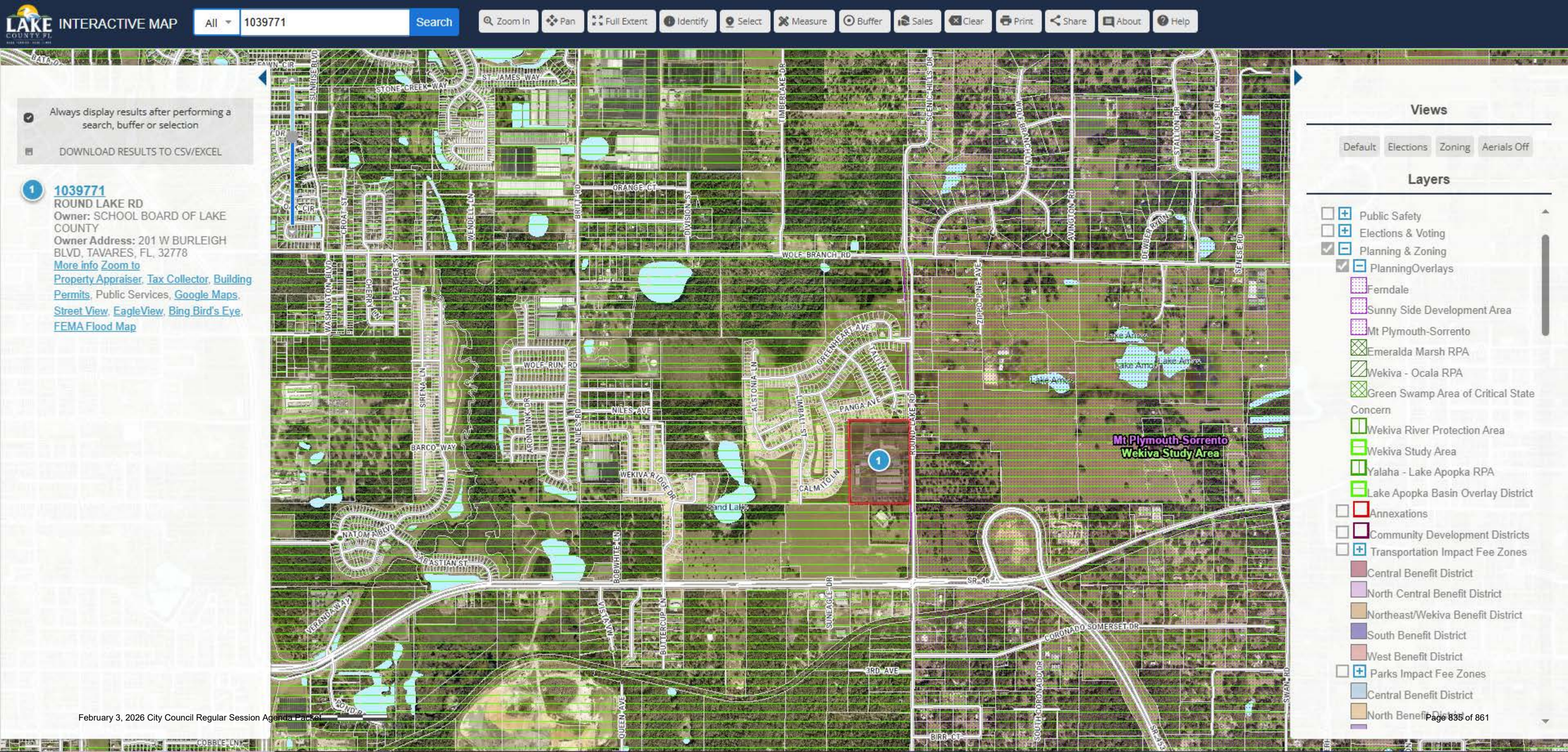
The foregoing instrument was acknowledged before me this 8th day of **May, 1998,** by **DAVID L. BROWN, a single person,** who is/are personally known to me or who has/have produced _____ as identification.

Linda L. Cerwinsky
Notary Public
My Commission Expires:

LINDA L. CERWINSKY
MY COMMISSION # CC 700516
EXPIRES: January 30, 2002
Bonded Thru Notary Public Underwriters

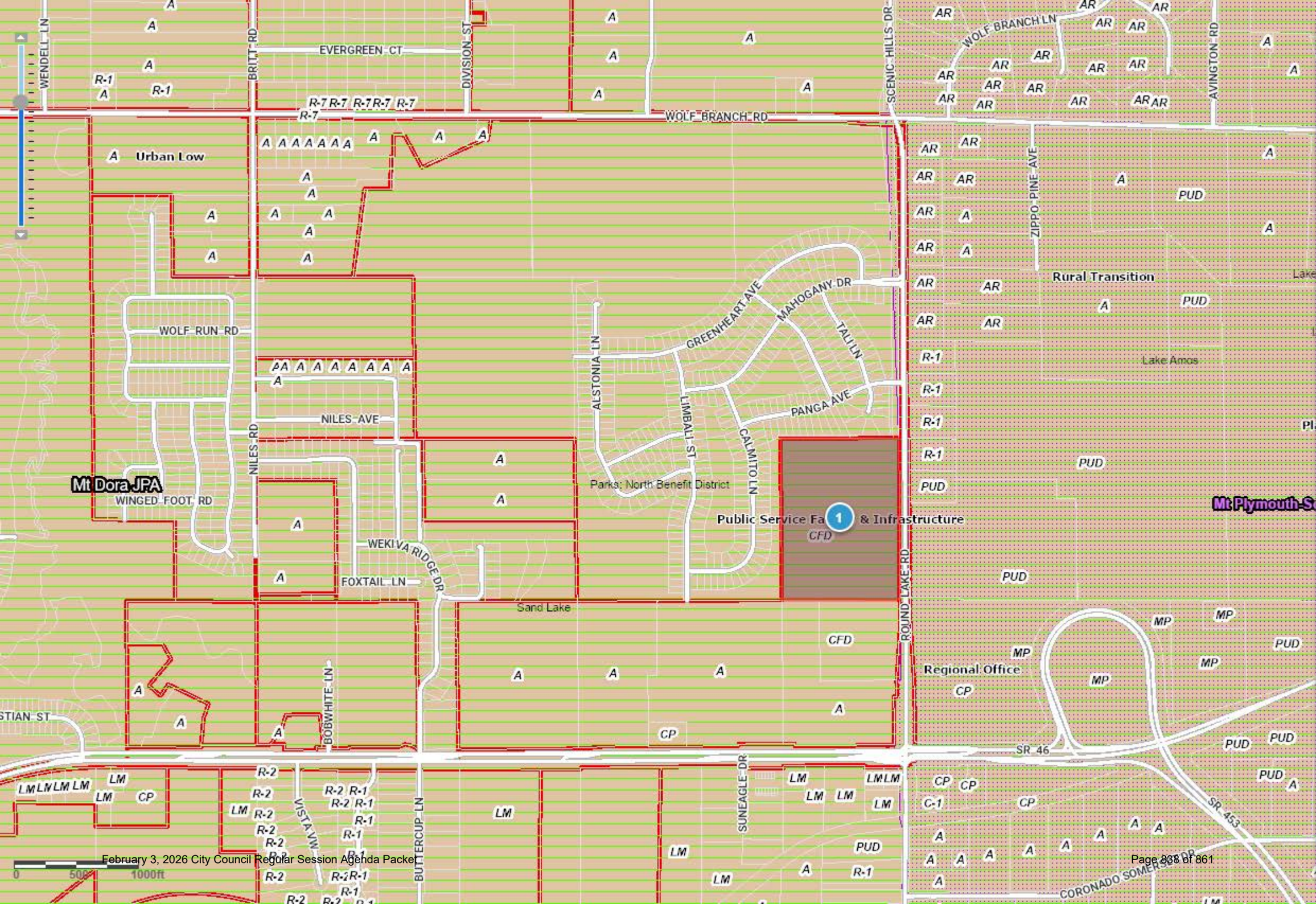
Return to
POTTER, CLEMENT & LOWRY
308 East Fifth Avenue
Mount Dora, Florida 32757

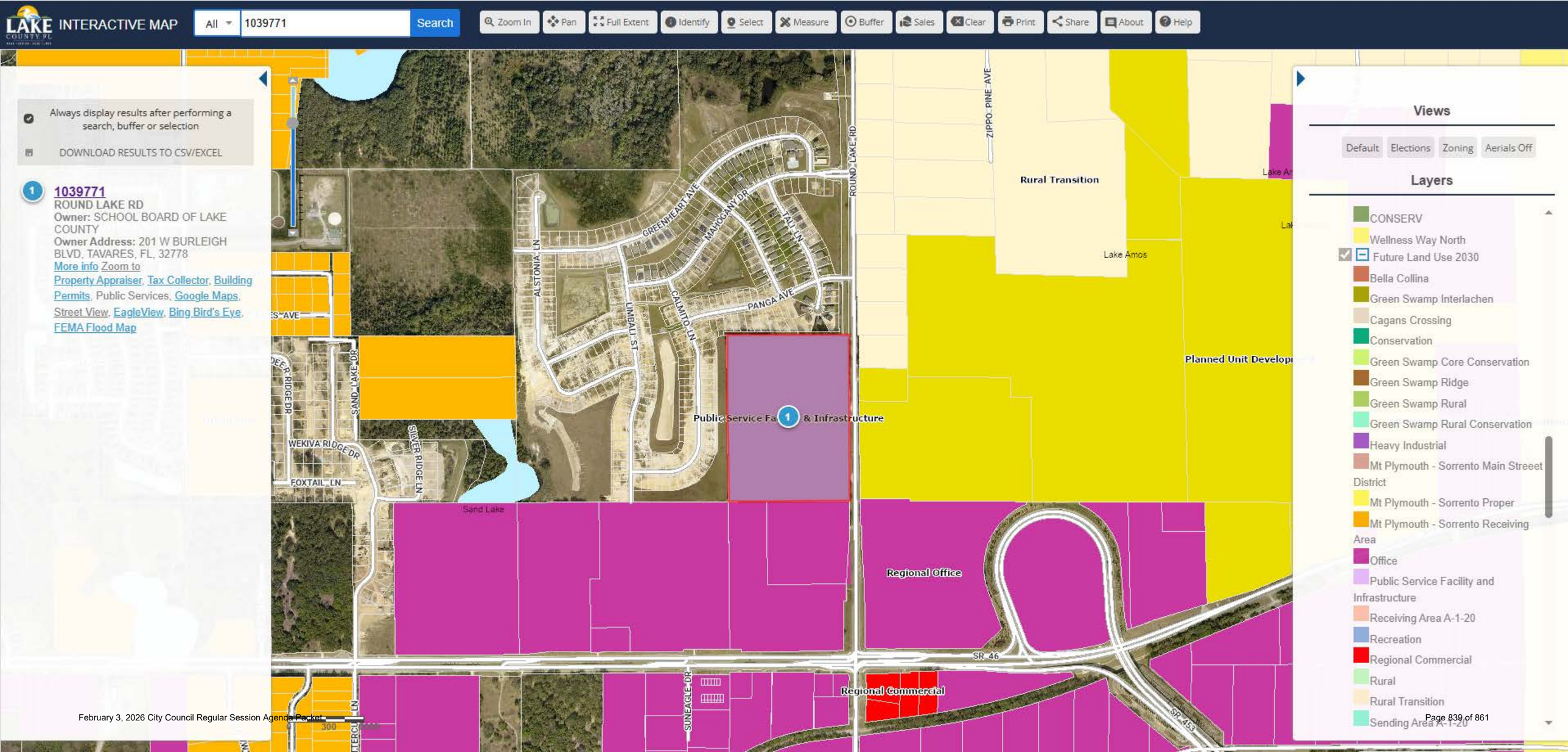

1
Mt Dora JPA
Mt Plymouth-Sorrento
Wekiva Study Area
Lake Amos
Sand Lake
WOLF BRANCH RD
ROUND LAKE RD
NILES RD
NILES AVE
WOLF RUN RD
WEKIVA RIDGE DR
ORANGE CT
BRIT RD
DIVISION ST
TIMBER LAKE DR
SCENIC HILLS DR
AVINGTON RD
ZIPPO PINE AVE
GREENHEART AVE
PANGA AVE
ALSTONIA LN
CALMOTIN LN
BARCO WAY
NATOMA BLVD
SEBASTIAN ST
BOBWHITE LN
BUTTERCUP LN
SUNEAGLE DR
SR 46
CORONADO SOMERSET DR
3RD AVE
QUEEN AVE
BIRR CT
SOUTH CORONADO DR
VERANDA WAY
STONE CREEK WAY
ST JAMES WAY
WASHINGTON BLVD
HEATHER ST
SIRENA LN
ARONIMINK DR
WENDELL LN
CROAT ST
SUNRISE BLVD
WOLF RANCH LN
STALLION DR
WOLFS TRL
DENBERRY LN
SENECA RD


LAKE COUNTY FL
INTERACTIVE MAP
All
1039771
Search
Zoom In
Pan
Full Extent
Identify
Select
Measure
Buffer
Sales
Clear
Print
Share
About
Help
Always display results after performing a search, buffer or selection
DOWNLOAD RESULTS TO CSV/EXCEL
1
1039771
ROUND LAKE RD
Owner: SCHOOL BOARD OF LAKE COUNTY
Owner Address: 201 W BURLEIGH BLVD, TAVARES, FL, 32778
More info Zoom to Property Appraiser, Tax Collector, Building Permits, Public Services, Google Maps, Street View, EagleView, Bing Bird's Eye, FEMA Flood Map
Views
Default
Elections
Zoning
Aerials Off
Layers
Public Safety
Elections & Voting
Planning & Zoning
PlanningOverlays
Ferndale
Sunny Side Development Area
Mt Plymouth-Sorrento
Emeralda Marsh RPA
Wekiva - Ocala RPA
Green Swamp Area of Critical State Concern
Wekiva River Protection Area
Wekiva Study Area
Yalaha - Lake Apopka RPA
Lake Apopka Basin Overlay District
Annexations
Community Development Districts
Transportation Impact Fee Zones
Central Benefit District
North Central Benefit District
Northeast/Wekiva Benefit District
South Benefit District
West Benefit District
Parks Impact Fee Zones
Central Benefit District
North Benefit District
Mt Plymouth-Sorrento Wekiva Study Area
WOLF BRANCH RD
ROUND LAKE RD
SR 46
ORANGE CT
NILES AVE
PANGA AVE
GREENHEART AVE
WOLF RUN RD
BARCO WAY
WEKIVA RIDGE DR
CALMITO LN
NATOMA BLVD
SEBASTIAN ST
VERANDA WAY
CORONADO SOMERSET DR
3RD AVE
QUEEN AVE
BIRR CT
COBBLE LN
STONE CREEK WAY
ST JAMES WAY
TIMBERLAKE DR
BRITT RD
DIVISION ST
WENDELL LN
CROAT ST
WASHINGTON BLVD
HEATHER ST
SIRENA LN
ALSTONIA LN
TAMIAMI ST
ZIPPO PINE AVE
AVINGTON RD
DEWBERRY RUN
SEMESE RD
STATION DR
WOLF TRL
BOBWHITE LN
BUTTERCUP LN
SUNEAGLE DR
SOUTH CORONADO DR
SWANN RD
Lake Anna
Lake Anna
Lake Anna
Lake Anna
Sand Lake


ORANGE CT
EVERGREEN CT
BRITT RD
TIMBERLAKE DR
SCENIC HILLS DR
WOLF BRANCH LN
AVINGTON RD
DEWBERRY LN
WOLF S TRL
WOLF BRANCH RD
ZIPPO PINE AVE
INVESTOR RD
Lake Amos
Lake Amos
Lake Amos
Lake Amos
WOLF RUN RD
GREENHEART AVE
TALLIN LN
ALSTONIA LN
LIMBALI ST
PANGA AVE
ROUND LAKE RD
NILES AVE
NILES RD
CALMITO LN
1
WEKIVA RIDGE DR
FOXTAIL LN
Sand Lake
BOBWHITE LN
SORRENTO AVE
SR 46
SUNEAGLE DR
SR 453
BUTTERCUP LN
SOMERSET DR


PANGA AVE
CALMITO LN
TALI LN
LIMBALI ST
ROUND LAKE RD
1


WENDELL LN
BRITT RD
EVERGREEN CT
DIVISION ST
SCENIC HILLS DR
WOLF BRANCH LN
AVINGTON RD
WOLF BRANCH RD
Urban Low
ZIPPO PINE AVE
Rural Transition
PUD
WOLF RUN RD
GREENHEART AVE
MAHOGANY DR
TALI LN
ALSTONIA LN
LIMBALI ST
CALMOTO LN
PANGA AVE
NILES AVE
NILES RD
Lake Amos
Parks: North Benefit District
Mt Dora JPA
WINGED FOOT RD
Public Service Fa & Infrastructure
CFD
WEKIVA RIDGE DR
FOXTAIL LN
Sand Lake
ROUND LAKE RD
Mt Plymouth-S
Regional Office
BOBWHITE LN
SR 46
SUNEAGLE DR
BUTTERCUP LN
VISTA VW
CORONADO SOMERSET DR
SR 453
0
500
1000ft


LAKE COUNTY FL
INTERACTIVE MAP
All
1039771
Search
Zoom In
Pan
Full Extent
Identify
Select
Measure
Buffer
Sales
Clear
Print
Share
About
Help
Always display results after performing a search, buffer or selection
DOWNLOAD RESULTS TO CSV/EXCEL
1
1039771
ROUND LAKE RD
Owner: SCHOOL BOARD OF LAKE COUNTY
Owner Address: 201 W BURLEIGH BLVD, TAVARES, FL, 32778
More info Zoom to
Property Appraiser, Tax Collector, Building Permits, Public Services, Google Maps, Street View, EagleView, Bing Bird's Eye, FEMA Flood Map
ROUND LAKE RD
ZIPPO PINE AVE
GREENHEART AVE
MAHOGANY DR
TALL LN
ALSTONIA LN
LIMBALI ST
CALMITO LN
PANGA AVE
SAND LAKE DR
SILVER RIDGE DR
WEKIVA RIDGE DR
FOXTAIL LN
SUNEAGLE DR
Rural Transition
Lake Amos
Planned Unit Develop
Public Service Fa 1 & Infrastructure
Sand Lake
Regional Office
Regional Commercial
SR 46
SR 453
Views
Default
Elections
Zoning
Aerials Off
Layers
CONSERV
Wellness Way North
Future Land Use 2030
Bella Collina
Green Swamp Interlachen
Cagans Crossing
Conservation
Green Swamp Core Conservation
Green Swamp Ridge
Green Swamp Rural
Green Swamp Rural Conservation
Heavy Industrial
Mt Plymouth - Sorrento Main Streeet District
Mt Plymouth - Sorrento Proper
Mt Plymouth - Sorrento Receiving Area
Office
Public Service Facility and Infrastructure
Receiving Area A-1-20
Recreation
Regional Commercial
Rural
Rural Transition
Sending Area A-1-20

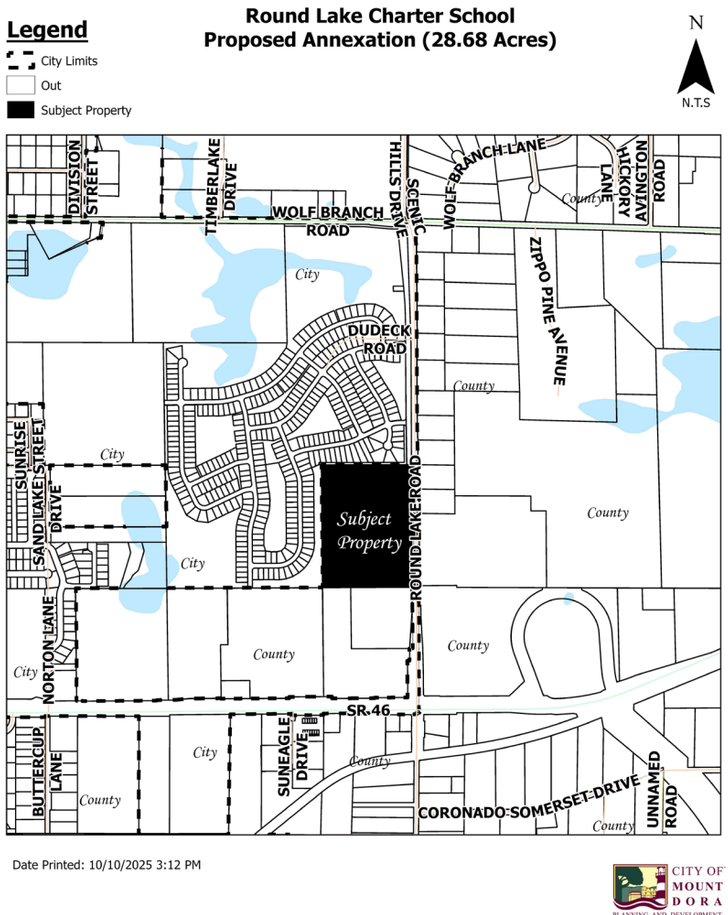
NOTICE OF ZONING CHANGE
ORDINANCE NO. 2025-24
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida will conduct public hearings to consider the adoption of Ordinance No. 2025-24 for proposed changes to the City of Mount Dora Zoning Map. The title and substance of proposed Comprehensive Plan Ordinance is as follows:

ORDINANCE NO: 2025-24

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FROM COUNTY COMMUNITY FACILITY DISTRICT (CFD) TO CITY PUBLIC LANDS AND INSTITUTIONS (PLI) FOR PROPERTY LOCATED ON THE NORTH SIDE OF STATE ROAD 46 AND WEST OF ROUND LAKE ROAD, COMPRISING 26.68 ACRES, MORE OR LESS, AS FURTHER DESCRIBED HEREIN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Further, the adoption of Ordinance No. 2025-24 includes a Zoning Map Amendment changing certain lands from County Community Facility District (CFD) Zoning District to City Public Lands and Institutions (PLI) as depicted on the map of this advertisement below:



The City Council of the City of Mount Dora, Florida will conduct a public hearing to consider the adoption of Ordinance No. 2025-24 on **February 3, 2026**. This meeting will be held at City Hall, 510 North Baker Street, Mount Dora, Florida and will begin at 6:00 p.m., or as soon thereafter as possible.

Interested parties may appear at the meeting and be heard with respect to the proposed change in zoning.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

For Questions or Comments, please email staff at **planning@mountdora.gov.**

Title in 18 point
2 column, 10.5 inch; Non-legal

Publish: January 23, 2026

NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2025-24
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance No. 2025-24. The final public hearing on the ordinance will be held on **Tuesday, February 17, 2026 at 6:00 p.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance No. 2025-24 is as follows:

ORDINANCE NO: 2025-24

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FROM COUNTY COMMUNITY FACILITY DISTRICT (CFD) TO CITY PUBLIC LANDS AND INSTITUTIONS (PLI) FOR PROPERTY LOCATED ON THE NORTH SIDE OF STATE ROAD 46 AND WEST OF ROUND LAKE ROAD, COMPRISING 26.68 ACRES, MORE OR LESS, AS FURTHER DESCRIBED HEREIN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112

for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

For Questions or Comments, please email planning@cityofmountdora.com

Published (Legal Notice): February 6, 2026 and February 13, 2026

ORDINANCE NO: 2025-24

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FROM COUNTY COMMUNITY FACILITY DISTRICT (CFD) TO CITY PUBLIC LANDS AND INSTITUTIONS (PLI) FOR PROPERTY LOCATED ON THE NORTH SIDE OF STATE ROAD 46 AND WEST OF ROUND LAKE ROAD, COMPRISING 26.68 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.

WHEREAS, School Board of Lake County (Property Owner) is the fee simple owner of the property submitted an application requesting a zoning district classification change and a Zoning Map amendment for that property located on the north side of State Road 46 and west of Round Lake Road, as depicted on **Exhibit "A"**, attached hereto (Property); and

WHEREAS, the requested zoning district classification change and Zoning Map amendment are consistent with the City of Mount Dora Comprehensive Plan and meet the criteria established by Florida Statutes, Chapter 166; and

WHEREAS, pursuant to applicable law, notice has been given to Lake County and to the public by publication in a newspaper of general circulation in the City; and

WHEREAS, on December 17, 2025, the City of Mount Dora Planning and Zoning Commission recommended that the City Council adopt the requested zoning district classification change and Zoning Map Amendment and found same consistent with the City's Comprehensive Plan; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to City Public Lands and Institutions (PLI) considered the findings and advice of staff and considered the written information, oral comments and supporting data and analysis provided by citizens and all interested parties; and

WHEREAS, the City of Mount Dora finds such zoning district classification change and Zoning Map amendment consistent with the City's Comprehensive Plan and that same serves a

legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA:

SECTION 1. **LEGISLATIVE FINDINGS AND INTENT.** The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted as legislative findings and intent of the City of Mount Dora.

SECTION 2. **ZONING DISTRICT CLASSIFICATION CHANGE.** Pursuant to City of Mount Dora Land Development Code, Chapter III, the Property as more particularly described below is rezoned to the Public Lands and Institutions (PLI) zoning classification from its previous designation as County Community Facility District (CFD) zoning district as legally described below;

> The Southeast ¼ of the Northeast ¼ of the Southeast ¼ of Section 27, Township 19 South, Range 27 East, Lake County, Florida.
>
> ALSO: The South ½ of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of Section 27, Township 19 South, Range 27 East, lying and being in Lake County, Florida.
>
> ALSO: The North ½ of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of Section 27, Township 19 South, Range 27 East, Lake County, Florida.

SECTION 3. **OFFICIAL ZONING MAP AMENDMENT.** The Official City Zoning Map of the City of Mount Dora shall be amended to conform to the zoning assignment approved in Section 2 of this Ordinance.

SECTION 4. **IMPLEMENTING ADMINISTRATIVE ACTIONS.** The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. **SAVINGS CLAUSE.** All prior actions of the City of Mount Dora pertaining to the zoning district classification change and Zoning Map amendment related to the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 8. **SEVERABILITY.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 9. **EFFECTIVE DATE.** This Ordinance shall become effective immediately following such time that its companion Future Land Use Designation and Map amendment ordinance (Ordinance 2025-23) takes effect.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ___ day of January, 2026.

_____
JAMES HOMICH
MAYOR of the City of Mount Dora, Florida

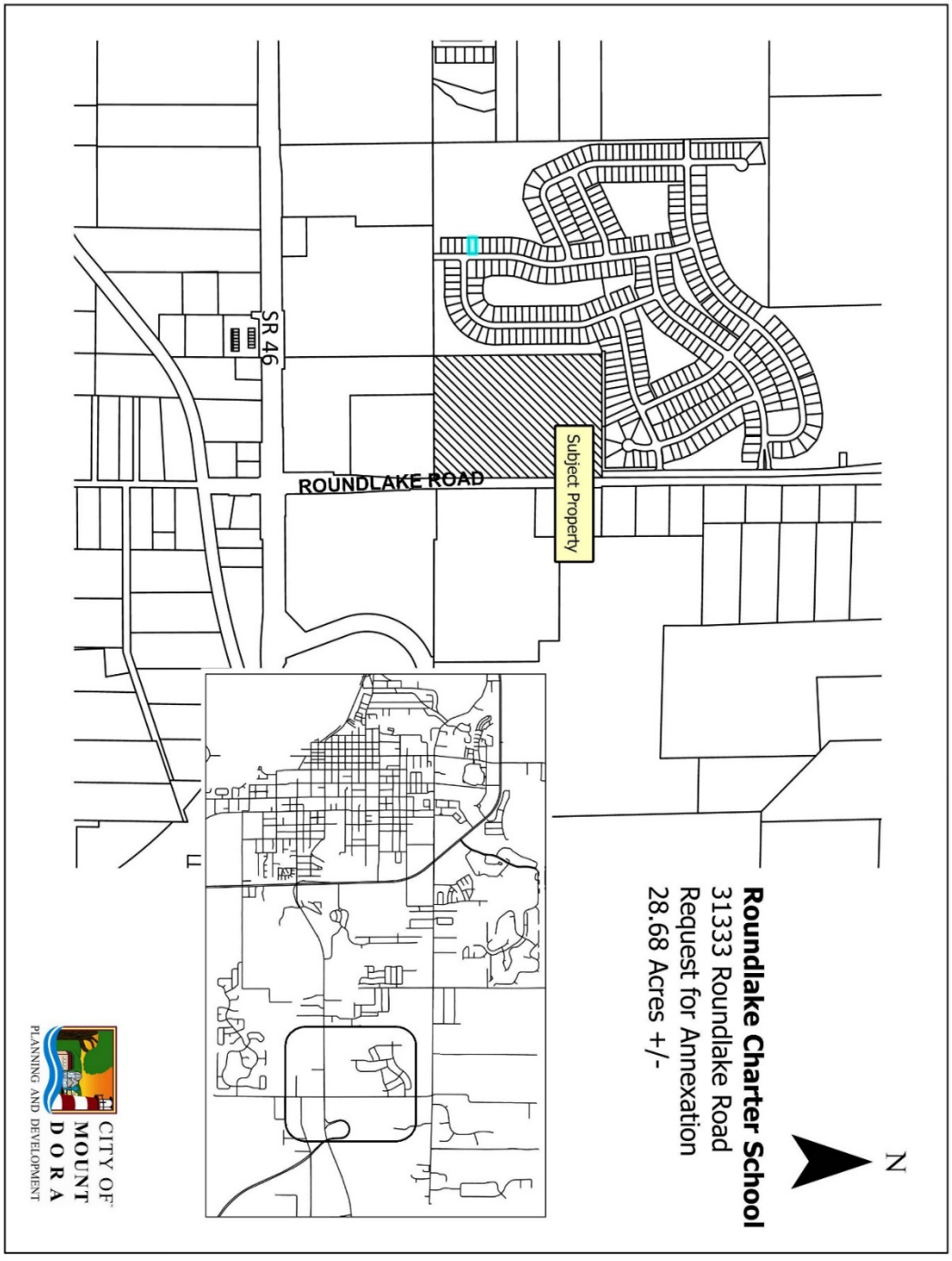
ATTEST:

_____
JEANANN HAND
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

_____
Patrick Brackins, City Attorney

EXHIBIT "A"
Property Depiction
(1 of 2)



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **February 3, 2026**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Annual Budget for Fiscal Year 2026–2027

Introduction:
The purpose of this discussion item is to reaffirm the City's established annual budget development process for Fiscal Year 2026–2027 and to provide City Council with an opportunity to offer high-level policy direction consistent with that process.

Discussion:
The City of Mount Dora follows a structured, multi-month budget development process designed to ensure fiscal responsibility, transparency, public engagement, and compliance with Florida law. This process includes staff analysis, revenue forecasting, expenditure review, budget workshops, and multiple public hearings prior to budget adoption.

Historically, City Council budget direction—including millage rate considerations, service levels, and policy priorities—has been provided during scheduled budget workshops after staff has prepared baseline financial assumptions and projections. The FY 2026–2027 budget workshop schedule will be presented in Spring 2026. City departments are anticipated to begin developing FY 2026–2027 operational budget line items in April 2026.

This discussion is not intended to set millage rates, adopt binding budget parameters, or direct specific line-item changes outside the established budget workshop process.

Notes:
As done in the pervious FY25-26 budget cycle, the final adopted budget document will be presented in September. As done in the previous the budget FY25-26 workshop series, a separate budget document with the GL line items, descriptions, and budget amounts is provided to City Council.

The Mid-Year Budget Amendment for the current fiscal year (FY 2025–2026) typically occurs in April 2026. This process is data-driven and is necessary to incorporate updated expenditure and revenue information. Preparation of the Mid-Year Budget Amendment requires the full

resources of the Finance Department prior to initiating FY 2026–2027 budget calculations and estimates.

Budget Impact:
None. This item is for discussion only and does not establish budgetary commitments or financial parameters.

Strategic Impact:
Strategic Impact:
Supports responsible fiscal governance and adherence to adopted financial policies by ensuring budget decisions are made with complete financial data and public input.

Authority:
Mount Dora Code of Ordinance, Charter City Manager Duties:
Section 23(e) *To prepare, submit, and administer the annual budget; and*
Section 23(g) *To advise the city council fully as to the financial condition and future needs of the City of Mount Dora*

Recommendation:
This item provides an opportunity for City Council to offer general policy guidance for staff consideration during upcoming FY 2026–2027 budget workshops.

Attachment(s):
1. FY25-26 Budget Summary

Prepared by: Vince Sandersfeld, City Manager
Reviewed by:

Matthew Dodson, Budget Officer	Approved - 1/21/2026
Jennifer Gates, Finance Director	Approved - 1/21/2026
Jeanann Hand, City Clerk	Approved - 1/21/2026
Vince Sandersfeld, City Manager	Final Approval - 1/22/2026

CITY OF MOUNT DORA

City of Mount Dora



Fiscal Year 2025-2026

Adopted Budget

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EXECUTIVE SUMMARY

(As Adopted)

Respectfully submitted is the Proposed Fiscal Year 2025-2026 Budget. The total Proposed Budget for all City funds combined is $139,806,329 and represents a $18,789,478 or 11.85% decrease from the prior fiscal year's budget of $158,595,807. Total proposed General Fund spending of $34,082,515 represents a $1,999,060 increase or 6.27% over the prior fiscal year. After careful review of expenditures necessary to strengthen service levels, provide quality government service and well-maintain public infrastructure, the FY 2025-2026 budget was balanced with proposed operating millage rate of 6.3000 per $1,000 of value. The proposed millage rate is the same adopted rate as the prior year.

Funding Outlook

Preliminary ad valorem taxable values, as provided by the Lake County Property Appraiser (LCPA), are projected to increase 9.7% in Fiscal Year 2025-2026. At the proposed millage rate of 6.3000 mills, the increase in taxable value is anticipated to result in $1,117,002 in increased property tax revenues in the City's General Fund in Fiscal Year 2025-2026. This increase is attributable to increase in property value and in new construction. An individual property owner's particular tax bill depends upon several factors including their property's valuation and taxable value, accumulated Save Our Homes savings, and the millage rate levied by the City as well as other agencies (School Board, County, SJRWMD, etc.). Ad valorem tax equates to approximately 37.8%, or 37.8 cents of every dollar, spent in the General Fund. Overall General Fund revenue sources for Fiscal Year 2025-2026 are budgeted to increase, resulting in an approximate 6.27% increase from the prior fiscal year.



Budget Methodology

The City's Fiscal Year 2025-2026 Proposed Budget continues to utilize our concerted, proactive budgeting approach. These measures, including cost of living adjustment of 3% and zero-based budgeting, have positioned us to meet and overcome the challenges and limitations we may face without reducing the high levels of service provided to our citizens.

Personnel and related expenditures represent approximately 64.9% of total General Fund expenditures, therefore, it is important that these costs be closely examined and monitored on an ongoing basis.

Personnel reorganization plans along with succession planning steps resulting in significant cost savings without reduction in service levels have been implemented this year. We will continue to examine, as demonstrated in this FY 2025-2026 Budget, our overall staffing structure for potential reorganizations and/or outsourcing opportunities in order to ensure we have the most efficient and effective use of our limited resources.

Preparation of our Fiscal Year 2025-2026 budget was facilitated with the continued utilization of a zero-based budgeting paradigm. This technique, which reverses the working process of traditional incremental budgeting, is aimed at ensuring that only a justifiable and defensible level of expenditures is appropriated, thus facilitating our ability to continue to provide our citizens with a millage rate that reflects only that which is justly required for the provision of City services.

Strategic Plan 2025-2030

The 2025–2030 Strategic Plan serves as the foundation for this year's budget, guiding resource allocation toward the priorities identified by our community and leadership. Through targeted investments and disciplined financial management, this budget advances the strategic inititiaves of:

- Promoting Economic Development
- Beautifing Mount Dora
- Strengthening and Expanding Mount Dora's Infrastructure
- Providing High-Quality Services
- Investing in Fiscal & Human Resources

By aligning fiscal decisions with the Strategic Plan, we can ensure that current expenditures are not only responsive to immediate needs but also consistent with long-term objectives. In doing so, this budget establishes a clear path from vision to implementation, providing measurable progress toward our shared goals over the next five years.

Fiscal Responsibility

Consistent with the Strategic Plan, this budget reflects prudent stewardship of resources. It emphasizes efficiency by reducing redundancies, leveraging partnerships, and pursuing alternative funding sources where feasible. Concurrently, this budget maintains flexibility to respond to unforeseen challenges and emerging opportunities, ensuring our organization remains resilient in a changing environment.

Looking Ahead

This budget provides a roadmap for turning strategy into results. By aligning our fiscal decisions with the 2025–2030 Strategic Plan, we can ensure that short-term actions contribute to long-term success. As we implement this budget, we will continue to monitor progress, measure performance, and report outcomes transparently, keeping our stakeholders engaged and informed.

Our Vision

To preserve the quality and unique character of Mount Dora, we envision a City that provides outstanding municipal services for our citizens' well-being; that promotes a healthy and sustainable economy balanced with responsible stewardship of our natural resources and environment; that cooperates with our neighboring jurisdictions for regional benefit; and that engages our citizens as partners in making Mount Dora a great place to live, work and play.

Mission Statement

We exist to professionally serve our community and enhance our citizens' well-being by providing the highest level of municipal leadership and services possible per the level of resources available to the City.

Our Values

We respect the unique value of each person, and listen with compassion, serve without prejudice and, when necessary, challenge without judgment. We work as a team to share resources and coordinate our support for each other to accomplish our goals.

We conduct ourselves with honesty and integrity, accept accountability for our actions, and protect the public trust through our ethical actions.

We care about our community, and commit our dedication and professionalism to enhance the community's future and preserve the unique charm and character of Mount Dora.

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **February 3, 2026**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Required Audit Planning Communications Letter with Governance

Introduction:
Attached is the required audit planning communications letter with governance.

Discussion:

Budget Impact:

Strategic Impact:

Recommendation:
Informational Item.

Attachment(s):
1. Forvis Mazars Planning Communication Letter - City of Mount Dora

Prepared by: Jeanann Hand, City Clerk
Reviewed by:
Vince Sandersfeld, City Manager Final Approval - 1/15/2026

Forvis Mazars Planning Communication to City Council and Management

City of Mount Dora, Florida

September 30, 2025

Thank You for Selecting Forvis Mazars

We are grateful for the opportunity to serve the City of Mount Dora (the "City") and gain insight into your operations. This communication provides useful information relevant to your role as those charged with governance of the entity, including summarized information required by professional standards, such as the planned scope and timing of the audit.

Our goal is to establish a foundation for effective two-way communication throughout the audit. We are available at your convenience to discuss this information and answer questions as we begin our audit.

Contacts During the Engagement

We understand the appropriate person in the governance structure with whom to communicate is:

- James Homich, Mayor

Your audit leader for any questions or communications is:

- Bill Blend | Bill.Blend@us.forvismazars.com| 407.740.5400 office

Overview & Responsibilities

Matter	Description of Audit Area
Scope of Our Audit	We have been engaged to audit the financial statements and compliance with federal awards of the City as of and for the year ended September 30, 2025. Please refer to our contract dated September 2, 2025, for additional information and the terms of our engagement.
Audit Standards & Materiality	We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial statement audits contained in *Government Auditing Standards* (GAGAS) issued by the Comptroller General of the United States and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we plan and perform the audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud, and the audit of compliance with the types of compliance requirements described in the U.S. Office of Management and Budget Compliance Supplement that are applicable to each major federal award program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on a major federal award program occurred. References to items that are material refer to misstatements, including omissions, that could, in our professional judgment, reasonably be expected to influence the economic decisions of users made on the basis of the financial statements.

Matter	Description of Audit Area
Our Responsibilities	We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with the applicable financial reporting framework.
Your Responsibilities	Our audit of the financial statements does not relieve you or management of your responsibilities.
Distribution Restriction	This communication is intended solely for the information and use of [Name of TCWG entity] and, if appropriate, management of the entity and is not intended to be, and should not be, used by anyone other than these specified parties.

Other Information Accompanying the Audited Financial Statements

Management is responsible for the other information included in the Annual Comprehensive Financial Report.

The other information comprises the information included in the Annual Comprehensive Financial Report, but does not include the financial statements and our auditor's report thereon.

We will not subject such information to the auditing procedures applied in the audit of the financial statements and, accordingly, we will not express an opinion or provide any assurance on it. Our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements or whether there is an indication that the other information appears to be materially misstated or misleading. We will respond appropriately when we identify material inconsistencies or when we otherwise become aware that information appears to be materially misstated.

In the event we issue a disclaimer of opinion on the financial statements, our auditor's report will not make any reference to the Annual Comprehensive Financial Report or to any procedures that may have been performed.

Drafts of the Annual Comprehensive Financial Report should be provided to us by April 15, 2026, in order to provide us with adequate time to read the documents for the purposes described above.

Planned Timing of the Engagement

We succeed in our engagements by collaborating with management through frequent communication. We require the assistance of management and staff to prepare supporting documents, schedules, and analysis and depend on those items to be ready no later than the dates that we mutually agree will meet your deadlines.

We expect to begin our audit during February 2026. We anticipate that our team will be performing activities remotely during these dates.

Draft financial statements are expected to be ready by April 15, 2026, and we will issue our report on approximately April 30, 2026.

Planned Audit Scope

We welcome any input you may have regarding the information discussed below. We also welcome any insight you have related to any other risk areas or other significant risk areas you believe warrant particular attention.

Extent of Testing

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

forvis mazars

Establishing Our Understanding

An audit also includes obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, we will express no such opinion.

Communicating Deficiencies or Significant Matters

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate internal control-related matters that are required to be communicated under professional standards.

We will also communicate significant matters arising during the audit of the financial statements that are relevant to you in overseeing the financial reporting process as required by professional standards.

Significant Risks of Material Misstatement

We have preliminarily identified the following areas of significant risks of material misstatement due to error or fraud and of material noncompliance and propose to address these areas as described:

Risk Area(s)

- Management override of controls
- Revenue recognition
- Noncompliance with laws and regulations, including Uniform Guidance

Other Procedures to Be Performed

We may also request written representations from the entity's attorneys as part of the engagement, and they may bill the entity for responding to this inquiry.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

We may identify additional significant risks as we complete our procedures.

Use of Resources

We plan to use the following in our audit:

- The following specialists or experts in our audit:
  - Harvest – Investment valuation

Adoption of New Accounting Standards

The entity must adopt GASB 101, *Compensated Absences* during fiscal year 2025. Implementation of this standard includes selection of a transition method for the entity, election of certain practical expedients, and adoption of new policies. In addition, implementation of this standard may affect internal controls over financial reporting. We encourage you to communicate with management regularly regarding the policy elections made, recognition of new financial statement amounts, and disclosures upon transition.

Consideration of Error or Fraud

One of the most common questions we receive from governing bodies is, “How do you address fraud in a financial statement audit?” Our responsibility, as it relates to fraud, in an audit of financial statements is addressed in GAAS.

Our audit approach includes such procedures as:

- Engagement team brainstorming
- Inquiries of management and others
- Reviewing accounting estimates for bias

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **February 3, 2026**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Mount Dora Police Operation Update

Introduction:

Discussion:

Budget Impact:

Strategic Impact:

Recommendation:

Attachment(s):

Prepared by: Vince Sandersfeld, City Manager
Reviewed by:
Jeanann Hand, City Clerk — Approved - 1/27/2026
Vince Sandersfeld, City Manager — Final Approval - 1/27/2026