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 17, 2026, 6:00 PM
Or As Soon Thereafter As Can Be Possibly Heard

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

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APPROVAL OF CONSENT AGENDA

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

6. Vice-mayor John Cataldo

7. Mayor James Homich

UPCOMING MEETING DATES

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

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

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

4. Tuesday, April 21, 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 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of the Third Amendment to the Construction Manager At-Risk Agreement with Faden Builders, Inc.

Introduction:

This is a request for Council to approve a one-year extension of the CMAR agreement with Faden Builders, Inc.

Discussion:

On April 7, 2020, City Council adopted Resolution No. 2020-24 approving a Construction Manager at-Risk (CMAR) agreement with Faden Builders, Inc. A first amendment, approved on March 21, 2023, incorporated required grant language. The proposed third amendment would renew the agreement for one additional year, commencing April 7, 2026, and expiring April 6, 2027, unless otherwise terminated in accordance with the agreement terms.

Approval of this extension is in the City's best interest to ensure continuity and timely completion of multiple active projects currently nearing completion, including the Lincoln Restroom, Donnelly Park Kiosk, and Parks and Recreation Annex renovations. Maintaining the existing CMAR relationship allows these projects to proceed without disruption, avoids delays associated with procuring a new construction manager, and preserves institutional knowledge already established on these sites.

Additionally, the City experienced significant flash flood events on October 26 and 27, resulting in declared states of emergency and creating immediate and ongoing recovery needs. Extending the CMAR agreement provides the City with a qualified, responsive construction partner already under contract, enabling expedited coordination, pricing, and delivery of necessary recovery-related work. This approach supports operational flexibility, minimizes administrative burden, and positions the City to respond efficiently to both current projects and unforeseen recovery demands.

Approval of the proposed amendment ensures project continuity, fiscal responsibility, and the City's ability to respond effectively to urgent infrastructure needs.

Budget Impact:

No budget impact. Funds are allocated for projects on an as-need basis and included in the adopted budget.

Strategic Impact:

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure
Strategic Initiative 4: Provide High-Quality Services

Recommendation:

City Council approve the Third Amendment to the Construction Manager At-Risk agreement with Faden Builders, Inc.

Attachment(s):

1. Attachment #1 Faden Executed Agreement-CMAR RFQ 190GS-018
2. CMAR_3rd Amendment_Faden Signed by Vendor

Prepared by: Jennifer Schwarz, Deputy Director of Parks and Recreation
Reviewed by:

Whitney Donovan, Purchasing Coordinator	Approved - 1/22/2026
Troy Shonk, Parks & Recreation Director	Approved - 2/4/2026
Matthew Dodson, Budget Officer	Approved - 2/4/2026
Jennifer Gates, Finance Director	Approved - 2/4/2026
City Attorney, City Attorney	Approved - 2/9/2026
Jeanann Hand, City Clerk	Approved - 2/9/2026
Vince Sandersfeld, City Manager	Final Approval - 2/9/2026

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT 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, the Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, the Northeast Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter singly and collectively referred to as "Owner" and Faden Builders, Inc, 1194 Camp Avenue, Mount Dora Florida 32757, hereinafter "Construction Manager".

ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish its best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the various City project(s) in the soundest and most expeditious and economical manner, consistent with the interests of the Owner.

1.1 The Construction Team:

The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required related to the Project. The Architect and the Construction Manager shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Construction Manager shall copy the Owner on all correspondence sent to or received from the Architect or any of its consultants of which the Owner was not copied.

The specific representatives of the Construction Team shall be established at the time of approval of each Task Authorization.

1.2 Extent of Agreement:

This Agreement for pre-construction and construction management services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The City will from time to time issue a Task Authorization to the Construction Manager, in the form attached hereto as **Exhibit "A"**, for individual City projects which may include either pre-construction and construction management services or construction management services only. If pre-construction services are required as part of a Project, an initial Task Authorization will be issued by the City Manager if the cost of the pre-construction services is within the City Manager's purchasing authority. Thereafter, once the drawings, specifications and other descriptive

documents for the Project are complete, an Amendment to Task Authorization in the form attached hereto as **Exhibit "B"**, will be issued following approval by the City Council of the guaranteed maximum price (GMP) for the specific construction management work to be completed for the Project. In the event pre-construction services exceed the City Manager's purchasing authority, a Task Authorization for the pre-construction services will be issued on the appropriate form, following approval of the same by the City Council. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization, which shall include the GMP for the specific construction management work to be completed for the Project, shall be issued on the appropriate form following approval by the City Council. In the event pre-construction services are not required for a Project, once the drawings, specifications and the other descriptive documents for a Project have been approved, a Task Authorization will be issued following approval of the GMP for the Project by the City Council. To expedite the preparation of the GMP Amendment by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer via the Owner. The Construction Manager shall acknowledge on the face of each set of drawings, that it is the set upon which the GMP is based. Thereafter one set of the documents shall be sent to the Owner along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

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

Architect-Engineer - To be determined by the Owner as applicable for each separate Project for which a Task Authorization is issued.

Construction Documents - This Contract, the Drawings, Specifications and related Construction Documents or any other documents incorporated herein by reference.

Construction Manager – Faden Builders, Inc.

Estimate - The Construction Manager's latest estimate of probable project construction costs

Final Completion - The following items have been completed or satisfied:

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.
2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.
3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.

4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

5. Final executed Releases of Lien have been delivered to the Owner by Construction Manager.

General Conditions - Those items that are not specific to any trade and are required for the construction of the Project. Examples of General Conditions items include daily cleanup and safety rails.

Owner - City of Mount Dora, a municipal corporation of the State of Florida, on behalf of itself, the Community Redevelopment Agency of the City of Mount Dora (CRA) pursuant to Resolution 2020-24 (CRA) and the Northeast Community Redevelopment Agency of the City of Mount Dora (Northeast CRA) pursuant to Resolution 2020-24 (Northeast CRA).

Owner's Representative - The Owner's Representative is its Construction Project Manager, who is Chet Cramer, or such other individual designated, in writing, by the City Manager.

Project - The Project shall mean the total work to be performed under each Task Authorization, or Amendment thereto, issued pursuant to this Agreement. The Project may consist of pre-construction planning, design and permitting services, as well as construction and code inspection services for various construction projects which do not exceed Two Million Dollars in total construction costs.

Punch List - List of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

Substantial Completion Date - The date, certified by the Architect, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the Owner can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use. Additionally, complete all items referred to as necessary for Substantial Completion.

Task Authorization or Amendment to Task Authorization - The document issued to the Construction Manager which sets forth the service expectations, schedules, pricing/GMP, construction team and subcontractors for a specified Project.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project is Two Million Dollars or less, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles

8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS):

1. General:

A. Commencing immediately after contract award, the Construction Manager shall implement and shall utilize throughout the life of this Contract all subsystems of the Project Management Information System hereinafter referred to as PMIS.

B. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly.

C. If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.

D. The PMIS shall be described in terms of the following major subsystems:

1. Narrative Reporting, on a monthly basis,

2. Schedule Control, on a monthly basis,

3. Cost Control, and estimating,

4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

A. The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X II" format, unless directed otherwise by the Owner.

B. The Narrative Reporting Subsystem shall include the following reports:

1. Monthly Executive Summary - which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.

2. Monthly Cost Narrative - describing the current construction cost estimate status of the Project.

3. Monthly Scheduling Narrative - summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

4. Monthly Accounting Narrative - describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.

5. Monthly Construction Progress Report - summarizing the work of the various subcontractors during the construction phase. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations and plans for the succeeding month.

6. Daily Construction Diary - during the construction phase describing events and conditions on the site.

C. The reports outlined above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others as designated by the Owner's Representative with the monthly pay requisition. Additional copies of the report outlined above shall be bound separately and distributed monthly as directed by the Owner's Representative.

D. The report outlined in Article 2.1(2)(B)(6) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the Owner at the conclusion of the Project

3. Scheduled Control Subsystem:

A. Master Project Schedule - Within thirty (30) days of award of this Agreement, the Construction Manager shall submit, to the Owner for approval, a master project schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This schedule shall serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be produced and updated monthly throughout the project. Revisions, activity additions, activity deletions and/or logic changes to the Master Project Schedule, or any other schedule previously approved by the Owner, shall not be made without the Owner's approval.

B. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed with construction, the Construction Manager shall prepare and submit for approval, to the Owner's Representative, a construction schedule in quadruplicate with sufficient detail to graphically depict the activities contemplated for completion of the Project and which shows the sequence that the Construction Manager proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated herein and thereafter such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as set forth hereinabove shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the contract or to withhold payment to the Construction Manager until a schedule acceptable to the Owner is submitted.

C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update,

revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

D. When required by the Owner, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

1. Subcontractor Construction Schedules - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.

2. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and tum-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

E. All schedules will be provided to the Owner in an electronic format acceptable to the Owner. The Construction Manager will provide the Owner with the appropriate software, if necessary, to read the data. The cost of providing the licenses and software shall be part of the cost of construction and included as part of Article 9, Direct Costs of the Project.

4. Budget Control Subsystem:

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include the following submissions at the following phases of the project:

Estimates - Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner:

A. Completion of Schematic Documents.

B. Completion of fifty percent (50%) Design Development Documents.

C. Completion of one hundred percent (100%) Design Development Documents.

D. One hundred percent (100%) GMP Estimate - When the Construction Documents are sufficiently complete enough to establish the GMP.

5. Project Accounting Subsystem:

The operation of this subsystem shall enable the Construction Team to monitor and control the funds available for the Project, cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element.

A. Cost Status Report - presenting the budget, estimate and base commitment for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

B. Payment Status Report - showing the value in place, both current and cumulative, the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative) and the balance remaining. A summary of this report shall accompany each pay request.

C. Detailed Status Report - showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates and proposed and approved dollar amounts. Pending or rejected change orders shall also be shown.

D. Cash Flow Diagram - showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

E. Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The Job Ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses and costs requiring accounting needs.

2.2 Project Manual:

When directed by the Owner, the Construction Manager shall provide the following:

1. Upon issuance of a Task Authorization, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Contract for Owner's approval, providing a plan for the control, direction, coordination and evaluation of work performed, including identification of key personnel, responsibilities of Construction Manager, responsibilities of Owner and responsibilities of the specified Architect-Engineer, work flow diagrams and strategy for bidding the work. The Project Manual shall be updated as necessary with the Owner's approval throughout the design, construction and Owner occupancy phases. Two copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.

2. Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:

   A. Project Definition - The known characteristics of the project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.

   B. Project Goals - The schedule, budget, physical, technical and other objectives for the Project shall be defined.

   C. Project Strategy - A narrative description of the Project delivery methods being utilized to accomplish the project goals shall be listed.

   D. Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the Project.

   E. Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the Construction Manager, the Architect Engineer and the Owner, showing the organizational elements participating in the Project.

F. Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.

G. Flow Diagrams - Charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress and change orders.

H. Written Procedures – Procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews and other necessary communications.

2.3 Design and Review and Recommendations:

The Construction Manager shall perform the services described in this Article. The services to be provided herein constitute the Pre-construction phase services. The parties acknowledge the Construction phase may commence before the Pre-construction phase is completed, and to a certain extent both phases may proceed concurrently.

1. Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.

2. Consultation - The Construction Manager will jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies.

3. Phased Construction - The Construction Manager shall make recommendations to the Owner regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Project, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities, if applicable.

4. Review Reports - Within thirty (30) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Articles 2.3(1) and 2.3(2) above and on factors set out in Article 2.3(7) below. Promptly after completion of the review, the Construction Manager shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as may be deemed appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments deemed to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.3(7).

   THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF THE CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. THE CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

   The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in anyway the responsibilities of the Architect, in particular, the responsibility of assuring that the drawings and specifications, which shall be identified for each Project prior to the time the GMP is determined, are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations; however, if the Construction Manager recognizes that portions of the Drawings and Specifications are inconsistent with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations , the Construction Manager shall promptly notify the Architect and the Owner, in writing.

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the

Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

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

7. Interfacing -

   A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

   B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.

8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

   Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the

Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

    A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for

completing the Project; the Construction Manager shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.

C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.4 Construction Phase:

1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction as are identified at the time the GMP is determined. The Construction Manager shall not change any of those persons named at the time the GMP is determined unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.

2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one weeks-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and solutions and to coordinate future work with all subcontractors.

4. Solicitation of Bids -

   A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

      Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.

D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.

5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.

E. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
$500,000 to $1,000,000	A	Class IV
$1,000,000 to $2,500,000	A	Class V
$2,500 000 to $5,000 000	A	Class VI
$5,000,000 to $10,000 000	A	Class VII
$10,000,000 to $25,000,000	A	Class VIII
$25 000 000 to $50,000,000	A	Class IX
$50.000,000 to $75,000,000	A	Class X

6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and

shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).

9. Job Site Requirements -

   A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:

      1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

      2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.

      3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

      4. Provide labor relations management for a harmonious, productive project.

      5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.

      6. Provide a quality control program.

7. Provide miscellaneous office supplies that support the construction efforts.

8. Travel to and from its home office to the project site, as the project requires.

B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.

2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the project schedule; Monitor and promote safety requirements.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.

B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and

transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.

C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.

D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.

F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.

G. Subcontractor's Progress - Prepare periodic punch lists for the subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "C"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.

I. Final Completion - Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "D"**.

J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA *I* Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information

Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2.4 above have been completed to the Owner's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will

be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the City of Mount Dora City Council in this Agreement or any Amendment or Change Order to this Agreement. The City of Mount Dora City Council hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order, memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner.

The City of Mount Dora City Council additionally authorizes the City Manager, in conjunction with the Owner's Representative, to authorize changes in the work up to $35,000.00 (Thirty-five Thousand and 00/100 Dollars) or such other dollar amount as authorized by policy adopted by the City Council. Said work can be funded from the Owner's Contingency and shall not cause an increase to the overall project budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3. 7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4
PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.

4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.

4.3 It is not the Construction Manager's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.

4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.

4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.
Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

   The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

2. All subcontracts shall provide -

   LIMITATION OF REMEDY- NO DAMAGES FOR DELAY

The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages, losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars ($500.00) for each calendar day the actual time of

performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.

7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.

7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Thirty-five Thousand and 00/100 Dollars ($35,000.00), or such other dollar amount as authorized by policy adopted by the City Council, for the use of the Owner's Buyout Contingency, may be granted by the City Manager. Authorizations, for more than Thirty-five Thousand and 00/100 Dollars ($35.000.00), will be granted by the City Council unless the City Council authorizes an increase in the City Manager's authority for the same.

ARTICLE 8
CONSTRUCTION MANAGER'S COSTS

8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP)*. The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

   A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:

      1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.

      2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.

      3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will based on the Original GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
$0.00 to $150,000	14%
$150,001 to $500,000	12%
$500,001 to $750,000	10%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.

2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.

3. The costs of all data processing staff.

4. Salaries or other compensation of the Construction Manager's employees at the job site.

5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.

6. Those services set forth in Article 2.4(9)(A).

7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.

3. Construction Phase Fee - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the Original GMP as set forth in the chart below and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid

proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2).

GMP	Construction Manager's Fee
$0.00 to $150,000	14 %
$150,001 to $500,000	12%
$500,001 to $750,000	10%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

ARTICLE 9
DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.

3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.

4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.

6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.

7. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.

8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Contract Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.

9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.

10. Costs for trash and debris control and removal from the site.

11. Costs incurred due to an emergency affecting the safety of persons and property.

12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:

    A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

    B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.

13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.

14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.

15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.

16. Transportation outside of Lake, Orange or Seminole for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and will be in accordance with the Construction Manager's standard personnel policy.

17. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.

18. Costs for watchman and security services for the Project.

19. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.

20. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

21. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

ARTICLE 10
CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted

accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.

2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:

   A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;

   B. by unit prices stated in the Agreement or subsequently agreed upon;

   C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or

   D. by the method provided in Article 10.1(3).

   E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.

3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.

4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.

5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit "E"**. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from ten percent (10%) to five (5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from ten percent (10%) to five percent (5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to five percent (5%) of the estimated

cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida's Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including

but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.

2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than $1,000,000/1,000,000/1,000,000.

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

   A. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;

B. Automobile Liability Coverages, One Million Dollars ($1,000,000.00) combined single limit, and One Million Dollars ($1,000.000.00) for each occurrence of bodily injury and property damage;

C. Excess Liability, Umbrella Coverage, Two Million Dollars ($2,000,000.00) each occurrence.

4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.

5. "XCU" (Explosion. Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.

7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

8. Indemnification Rider -

A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

D. The Construction Manager hereby acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.

9. Builder's Risk Coverage - The Construction Manager shall take out and maintain a "Builder's Risk Policy" for each assigned Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars ($5,000.00). The Construction Manager shall be responsible for paying any deductible amount.

10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:

A. The name of the insured Construction Manager;
B. The specified job by name and job number;
C. List the "CITY OF MOUNT DORA" as an Additional Insured;
D. Recognizes the Indemnification requirements of this Agreement;
E. The name of the insurer;
F. The number of the policy;
G. The effective date;

H. The termination date;

I. 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.

11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.

12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.

2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.

3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or

otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy.

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

   A. cease operations as directed by the Owner in the notice;

   B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and

   C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.

3. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Lake County, Florida. The parties waive all rights to trial by jury.

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not

limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

1. All claims must be submitted as a Request for Change Order in the manner as provided herein;

2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the Construction Manager's Fee established at each Project's Original GMP. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable, The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.

4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.

5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to

assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.

9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.

2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.

3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.

4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.

5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.

6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:

   A. the name, address, telephone number and contact person for the material supplier;

   B. manufacturer or brand, model or specification number of the item;

   C. estimated quantity needed;

   D. the price quoted by the supplier for the materials identified therein;

   E. any sales tax associated with such quote; and

   F. delivery dates

7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.

8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's

Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.

9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.

10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such

nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.

13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.

14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.

15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.

17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.

19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.

20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18
MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy", between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the

American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 Public Records:

1. 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 ITY'S/OWNER'S CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK: **GWEN JOHNS**
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
JOHNSG@CITYOFMOUNTDORA.COM

2. Construction Manager agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the City/Owner to perform the services set forth herein.

B. Upon request from the City's/Owner's custodian of public records, provide the City/Owner 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.

C. 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 Construction Manager does not transfer the records to the City/Owner.

D. Upon completion of the contract, transfer, at no cost to the City/Owner, all public records in possession of the Construction Manager or keep and maintain public records required by the City/Owner to perform the services set forth herein. If the Construction Manager transfers all public records to the City/Owner upon completion of the contract, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City/Owner, upon request from the City's/Owner's custodian of public records, in a format that is compatible with the information technology systems of the City/Owner.

18.6 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.

18.7 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.

18.8 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 Owner and the Construction Manager. All notices required and/or made pursuant to this Agreement to be given to the Owner and the Construction Manager 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:

Owner:	City of Mount Dora Attention: City Manager 510 N. Baker Street Mount Dora, Florida 32757
with copy to:	City Attorney Bell & Roper, P.A. 2707 E. Jefferson Street Orlando, Florida 32803
Construction Manager:	Faden Builders, Inc. 1194 Camp Avenue Mount Dora Florida 32757

18.9 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.

18.10 Headings:

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

18.11 Joint Authorship:

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

18.12 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Construction Manager 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, sexual orientation,

gender identity 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. The Construction Manager 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.

2. The Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The Construction Manager will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.

4. The Construction Manager 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 the Construction Manager's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Construction Manager 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.

6. The Construction Manager 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.

7. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules,

regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Construction Manager 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 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.

8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) 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. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.13 Compliance with the Davis-Bacon Act:

1. To be determined at GMP, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Construction Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. The Construction Manager is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

18.14 Compliance with the Copeland "Anti-Kickback" Act:

1. The Construction Manager shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the Agreement.

18.15 Clean Air Act:

1. The Construction Manager 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.

2. The Construction Manager agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

18.16 Applicable Licensing and Compliance with all Laws:

The Construction Manager, 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. The Construction Manager, 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, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.17 Use of City Logo, Name, Seal, Flag and/or City Letterhead:

The Construction Manager may only use the City of Mount Dora's name, logo seal and/or flag with the express written permission of the City and consistent with any City policy related to use of the same. In addition, the Construction Manager shall not use the City's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7 day of April, 2020.

CITY OF MOUNT DORA

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA

NORTHEAST COMMUNITY REDEVEOPMENT AGENCY OF THE CITY OF MOUNT DORA

Catherine T. Hoechst

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jessica Burnham on behalf of

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

S G Sutphen

Sherry G. Sutphen
City Attorney

FADEN BUILDERS, INC.

By: Todd M Faden
Print: Todd M. Faden
Title: President

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [V] physical presence or [ ] online notarization of Todd M. Faden, the President of Faden Builders, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 03 day of April, 2020.

(stamp) JOAN D. LETOURNEAU
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG224884
Expires 6/11/2022

NOTARY PUBLIC, State of Florida

ATTACHMENT #1

EXHIBIT "A"

CITY OF MOUNT DORA/CRA/Northeast CRA
TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated _____, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Date: _____ Signature: _____	
Reviewed By (if applicable): Print: _____ Date: _____ Signature: _____	
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

ATTACHMENT #1

EXHIBIT "B"
CITY OF MOUNT DORA/CRA/Northeast CRA
AMENDMENT TO TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora, dated _____, , and the Task Authorization dated _____ (Original Task Authorization), the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors set forth herein. To the extent of any conflict between this Amendment and the Original Task Authorization, this Amendment shall prevail.

Amendment Number:

_____

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED AMENDMENT TO TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "C"
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:

TO OWNER:
Name
Address

TO CONSTRUCTION MANAGER:
Name
Address

Copy to:
__Architect
__Engineer
__Field
__Other

Project or portion of Project Designated for Partial Occupancy or Use:

The work performed on the Project under the Agreement has been reviewed and found, the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use. The date of substantial completion of the Project or portion designated above is the date of issuance established by this Certificate of Substantial Completion, which is also the date of commencement of applicable warranties required by the Contract Documents as stated below:

Architect

By: _____

Print:_____

Date of Substantial Completion:

_____
(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within ____ days from the above date of Substantial Completion.

Construction Manager

By: _____ Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____am/pm on _____, 20__.

Owner

By: _____ Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows:

EXHIBIT "D"
CERTIFICATE OF FINAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:
SUBSTANTIAL COMPLETION DATE:
FINAL PUNCHLIST INSPECTION DATE:

The Construction Manager hereby certifies that the work and all other requirements have been completed in accordance with the Contract Documents, including, but not limited to:

__completion of all discrepancies (Punchlist Items) noted at the time of Substantial Completion
__submission of "as-built" plans and specifications, shop drawings, and other record documents
__completion of all Owner training – submission of all contractually required stock and spare parts
__submission of all final Operation & Maintenance documents and other closeout deliverables
__submission of consent of Builder's surety
__submission and approval of all remaining change order proposals, claims, and applications for payment
__payment of all costs incurred for equipment, material, labor and services against the Project

The Construction Manager further certifies that:
__no liens have been attached against the Project
__no suits are pending by reason of work on the Project under the Contract for Construction
__all Workers' compensation claims are covered by Workers' Compensation Insurance as required by law
__all insurance required of the Construction Manager beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner
__all public liability claims are adequately covered by insurance and that the Construction Manager shall save, protect, defend, indemnify and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event, occurrence, or omission related to performance of the work on the Project contemplated under said Contract for Construction.

Upon execution below, this Project will be considered complete. This consideration does not relieve the Construction Manager from its post-construction responsibilities, including correction of discrepancies noted during the first year after Substantial Completion, warranty issues, latent defects, and other requirements of the Contract or under Florida law.

Construction Manager

By: _____ Date: _____

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 201_, by _____, as _____ of Evergreen Construction Group of Florida, LLC, who is authorized to bind Evergreen Construction Group of Florida, LLC, and who is personally known to me OR has produced _____ as identification.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Recommend By:
Architect

By: _____ Date: _____

Print: _____

Accepted By:
Owner

By: _____ Date: _____

Print: _____

EXHIBIT "E"
Partial Pay Request Form

ATTACHMENT #1
Application for Payment

To Owner:		Contractor:	
Attn. Owner's Rep:		Submitted By:	
Address:		Street Address:	
City/State/Zip:		City/State/Zip:	

Project/ Contract Description:	
Project Reference No:	**Contract No:**

Billing No.:	**Select One:**	Progress _____ or Final _____
Period Covered:	**Date Submitted:**	

FOR OWNER'S USE ONLY			**$ AMOUNT**
Company Code:	Cost Center:	WBS:	
Business Area:	Account:	WBS:	
Profit Center:	Vendor No:	WBS:	

Description of Work	Scheduled Value	Completed This Month	%		Previously Completed	%	Completed To Date	%
	-	0.00	0%		0.00	100%	0.00	100%
	-	0.00	0%		0.00	100%	0.00	100%
	-	0.00	0%		0.00	0%	0.00	0%
	-	0.00	0%		0.00	0%	0.00	0%
	-	0.00	0%		0.00	0%	0.00	0%
	-	0.00	0%		0.00	0%	0.00	0%
		0.00	0%		0.00	0%	0.00	0%
		0.00	0%		0.00	0%	0.00	0%
		0.00	0%		0.00	0%	0.00	0%
TOTALS w/SALES TAX	$0.00	0.00			0.00		0.00	

Required Signatures:	
Contractor Signature	Date
Owner's Representative	Date
Field Rep	Date
Project Manager	Date
Finance Representative	Date
Program Manager	Date
Finance Manager	Date
Director	Date

Contractor:	**Accounting:**	**Owner:**
$0.00	Contract Total	0.00
	Allowance for Material	0.00
$0.00	Sub Total	0.00
$0.00	Less Retainage	0.00
$0.00	Total Net	0.00
	Less Previous Payment	0.00
	Net Payment This Bill	0.00
	Total Paid to Date	0.00
	Contract Balance	0.00

Required Signatures: (continued)	
Vice President	Date
Sr. Vice President	Date
Executive Vice President	Date

ATTACHMENT #1
Application for Payment

To Owner:		Contractor:	Faden Builders, Inc.
Attn. Owner's Rep:		Submitted By:	Todd M. Faden
Address:		Street Address:	1194 Camp Avenue
City/State/Zip:		City/State/Zip:	Mount Dora, FL 32757

Project/ Contract Description:	
Project Reference No:	**Contract No:**

Billing No.:	**Select One:** Progress ☐	or Final ☐
Period Covered:	**Date Submitted:**	

FOR OWNER'S USE ONLY			**$ AMOUNT**
Company Code:	Cost Center:	WBS:	
Business Area:	Account:	WBS:	
Profit Center:	Vendor No:	WBS:	

Description of Work	Scheduled Value	Completed This Month	%	Previously Completed	%	Completed To Date	%
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
TOTALS/SALES TAX	$0.00	0.00		0.00		0.00	

Required Signatures:	
Contractor Signature	Date 1/0/00
Owner's Representative	Date
Field Rep	Date
Project Manager	Date
Finance Representative	Date
Program Manager	Date
Finance Manager	Date
Director	Date

Contractor:	Accounting:	Owner:
$0.00	Contract Total	0.00
	Allowance for Material	0.00
$0.00	Sub Total	0.00
$0.00	Less Retainage	0.00
$0.00	Total Net	0.00
	Less Previous Payment	0.00
	Net Payment This Bill	0.00
	Total Paid to Date	0.00
	Contract Balance	0.00

Required Signatures: (continued)	
Vice President	Date
Sr. Vice President	Date
Executive Vice President	Date

THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND FADEN BUILDERS, INC.

THIS THIRD AMENDMENT is entered into by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, whose address is 510 N. Baker Street, Mount Dora, Florida 32757 (the "City"), and FADEN BUILDERS, INC., whose address is 1194 Camp Avenue, Mount Dora, Florida 32757 (the "Construction Manager").

WITNESSETH

WHEREAS, on April 7, 2020, the City approved an agreement with the Construction Manager to provide construction manager at risk services for City-wide projects which are less than Two Million Dollars, pursuant to the City's Purchasing Policy and RFQ-19-GS-018 (the "Agreement"); and

WHEREAS, pursuant to Article 18.9 of the Agreement, the parties may amend or modify the Agreement by written instrument duly executed by both parties; and

WHEREAS, on March 22, 2023, the parties amended the Agreement to incorporate certain State and Federal funding provisions ("Amendment 1"); and

WHEREAS, on May 6, 2025, the parties amended the Agreement to extend the term through April 6, 2026 ("Amendment 2"); and

WHEREAS, the parties have determined that it is in their mutual best interest to further extend the term of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, which the parties acknowledge is valuable consideration, the City and the Construction Manager agree as follows:

1. The term of Agreement is hereby extended for one (1) additional year, through and including April 6, 2027, unless otherwise terminated in accordance with the terms of the Agreement.

2. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

[*Signatures on following page*]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Third Amendment effective this ____ day of _____ 2026.

CITY OF MOUNT DORA

_____
James Homich, Mayor

ATTEST:

_____
Jeanann Hand, City Clerk

FADEN BUILDERS, INC.

Todd M Faden

Signature

Todd M Faden

Printed Name

President

Title

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged and sworn before me by means of ☑ physical presence or ☐ online notarization on this 27 day of January 2026, by Todd Faden, who personally swore that he/she is authorized to execute this Third Amendment and thereby bind **Faden Builders, Inc.**, and who ☑ is personally known to me or ☐ has produced _____ as identification.

(stamp)

LARA ELIZABETH CUMMINGS
MY COMMISSION # HH 532306
EXPIRES: May 31, 2028

Lara Cummings

NOTARY PUBLIC, State of Florida

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

DATE: **February 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Authorization for the Fire Department to Apply for the Firehouse Subs Public Safety Foundation Grant

Introduction:
This is a request for City Council to authorize the Fire Department to apply for an Equipment Grant from Firehouse Subs Public Safety Foundation.

Discussion:
The Fire Department is requesting approval to apply for a 100% grant through the Firehouse Subs Public Safety Foundation. Over the past two decades, the Foundation has awarded thousands of grants nationwide to support first responders with essential equipment. Funded items have included lifesaving tools such as rescue boats and vehicle extrication equipment, as well as critical protective gear like bunker gear and ballistic vests. These investments have directly contributed to saving lives and enhancing community safety across the country.

If awarded, the grant funds—totaling $18,000—will be used to purchase a Fire Extinguisher Training System. This system will allow the Fire Department to provide hands-on fire safety and fire extinguisher use training to students, teachers, staff, and community members throughout Mount Dora. The equipment will enhance public education efforts, improve emergency preparedness, and support the City's ongoing commitment to community risk reduction.

There is no financial match required from the City for this grant. Approval of this item authorizes staff to submit the grant application.

Budget Impact:
No Budget Impacts. If awarded, the grant is a 100% Non-Matching.

Strategic Impact:

The purpose of this grant is to purchase and implement specialized training in the use of Fire Extinguishers. A new Fire Extinguisher Training System will further the department's mission of making the City of Mount Dora a safer and better place to live, work and play.

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.

Strategic Initiative 5: Invest in Fiscal and Human Resources
Building a resilient foundation for enhanced financial performance and organizational excellence.
Goal 13: Identify and seek alternative funding sources.

Recommendation:
City Council to authorize the Fire Department to apply for a 100% Equipment Grant from the Firehouse Subs Public Safety Foundation.

Attachment(s):
1. Attachment #1 FiAR_2_Promo Spec_2025

Prepared by: Vince Sandersfeld, City Manager
Reviewed by:

Joseph Hightower, Fire Chief	Approved - 2/5/2026
Matthew Dodson, Budget Officer	Approved - 2/9/2026
Jennifer Gates, Finance Director	Approved - 2/9/2026
City Attorney, City Attorney	Approved - 2/9/2026
Jeanann Hand, City Clerk	Approved - 2/9/2026
Vince Sandersfeld, City Manager	Final Approval - 2/9/2026

FI AR®

Realistic Extinguisher Safety.



www.fi-ar.com



Enhance Your Extinguisher Training Experience.

FI AR®

Quick Start

Quick start is the fastest way to jump into a fire extinguishing scenario. Scan, ignite fire, select extinguisher, pull the pin, squeeze, sweep, and extinguish the fire.

Create Scenarios

FiAR allows you the ability to scan your environment, creating custom fire training scenarios including placing props, setting fire types, size, fire count, etc.

Run Scenarios

Once you have completed creating your scenario, you can choose to run any scenario in your saved collection. Users can rename and delete scenarios as needed.

Customizable

Includes many customizable options, including temperature (Celsius, Fahrenheit, Kelvin), flash point control, fire safe distance, and more to deliver a realistic experience.

NEW V2

FREE Upgrade on App Store

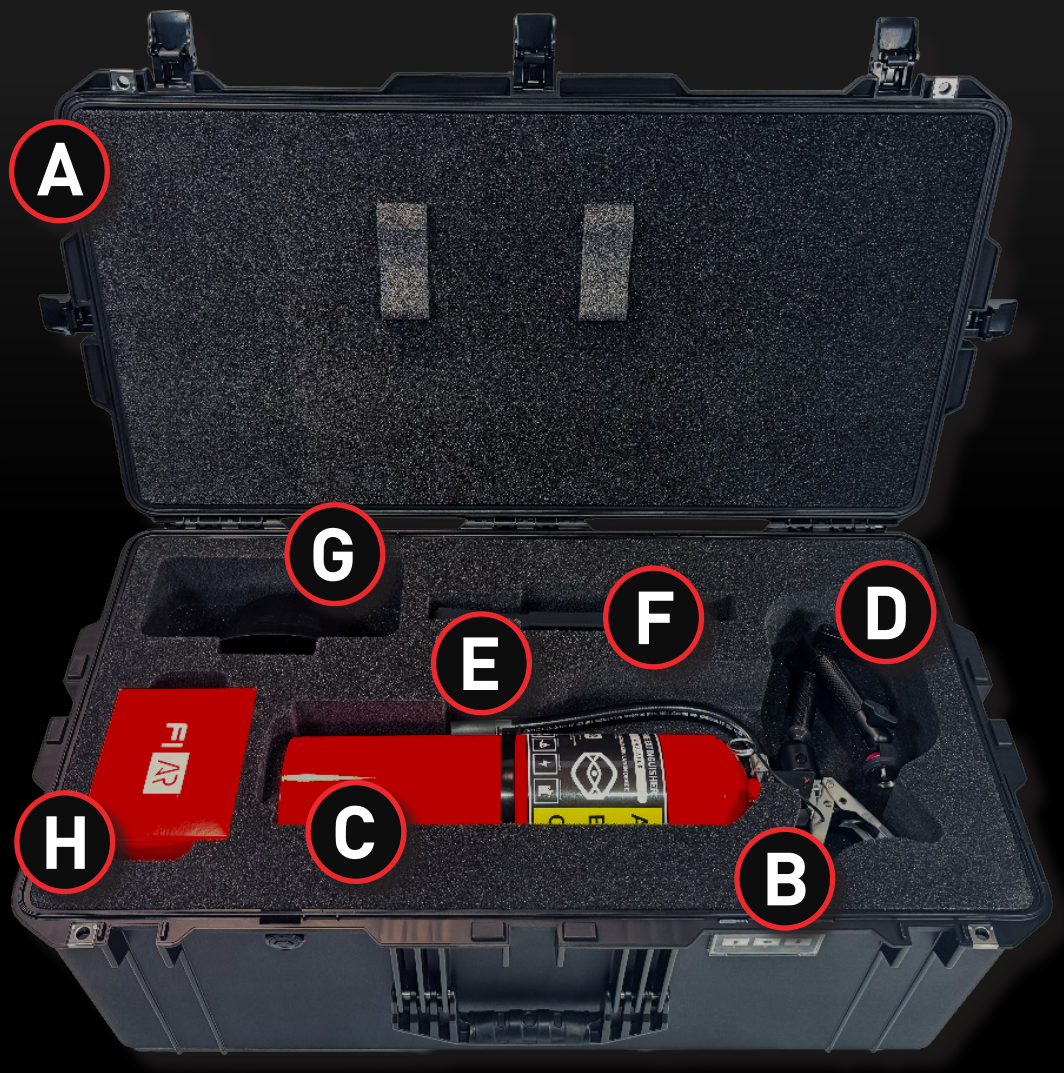
Available on the App Store



ATTACHMENT #1

What's Inside

Every FiAR comes with everything you need to deliver the best fire extinguisher training experience.



- **A** Pelican 1646 Air Travel Case
- **B** FiAR Patented Bluetooth Handle
- **C** Replica Fire Extinguisher Tank
- **D** Extinguisher Tablet Mount
- **E** Detachable Extinguisher Hose
- **F** iPad Pro (Latest Available Version)
- **G** FiAR Base Stand
- **H** Accessories Kit

SPECS

ATTACHMENT #1



FiAR Pelican Air Case

Pelican 1646 Air Case (2 Wheels + Carrying Handle)
Weight: 20.50 lbs (9.3 kg)
Weight Fully Assembled: 42 lbs (19 kg)
Dimensions (LxWxD): 35.29 x 19.00 x 15.08 in (89.6 x 48.3 x 38.3 cm)

FiAR Replica Extinguisher Tank

Weight: 10lb (Class ABC)

FiAR Bluetooth Handle

Bluetooth BLE Module

- Bluetooth® 5.0
- Frequency Band: 2.402 to 2.480 GHz
- Modulation Method: GFSK
- Maximum Data Rate: 10 kbps
- Sensitivity: -90 dBm
- RF TX Power: 0 dBm

Lithium Ion Battery

- 3.7V, 2500 mAh capacity
- Charge Cutoff Voltage 4.2V
- Single 18650 cell with protection circuit
- Integrated thermistor for charging protection
- UN number: UN3840

FiAR Software

Available through Apple App Store (iOS)
Software Version: 2.0
Minimum iOS Version: iOS 16.0
Recommended iOS Version: iOS 18 (Latest)
Store URL: https://apps.apple.com/us/app/fiar-2/id6464431939
Data Collection and Online Capabilities: None*
*FiAR® does not require an internet connection once downloaded.
*FiAR® can run in Airplane mode.
*Recommend updating the application when available.

Additional Supporting Contents

- JF Mounting Arm (Mag Connect)
- aXtion Bold MP Rugged Case for iPad
- Extinguisher Base Stand
- Hose Attachment and Hose (Includes Hose Tank Clasp)
- Single Metal Extinguisher Pin
- Pack of 50 Plastic Extinguisher Training Pins
- Various QR Magnets for Quick Start Fires (A,B,C,K)
- Charging Adapters for FiAR® Handle and Apple® iPad

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

DATE: **February 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Piggyback Agreement Between Mount Dora Fire Department and MES Service Company LLC

Introduction:
This is a request for City Council to approve a piggyback agreement with MES Service Company LLC. based upon a contract between MES Service Company LLC and Lake County, Florida for Self - Contained Breathing Apparatus(SCBA) Decontamination Equipment.

Discussion:
The purpose of this piggyback contract is to purchase and implement specialized decontamination equipment and supplies designed to clean and maintain personal protective equipment (PPE), tools, and apparatus. This investment enhances our department's ability to protect the health and safety of our firefighters, while also aligning with best practices and state initiatives to mitigate occupational cancer risks within the fire service.

MES Service Company LLC is a Florida-based vendor that provides competitively priced SCBA decontamination equipment. The company holds an existing government contract with Lake County, Florida, a copy of which is included as Exhibit #2 to the signed agreement for reference. The underlying agreement between MES Service Company LLC and Lake County covers SCBA Decontamination Equipment, with a master agreement term running from October 21, 2025 through July 31, 2027.

Budget Impact:
The Mount Dora Fire Department was awarded a Firefighter Cancer Decontamination Equipment Grant from the Florida Department of Financial Services, Division of State Fire Marshal on July 21, 2025 in the amount of $28,206.00 with a local match of $9,402.00 approved by City Council on October 7, 2025. The required $9,402.00 as the matching part of the grant will come from the FY 2025-26 Capital Improvement Program Fire Assessment 131 Fund. This line is budgeted $3,815,000.00 as part of the Fire Station 34 Renovation.

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 approve piggyback agreement with MES Service Company LLC.

Attachment(s):

1. MES Piggyback (2-4-26)

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

HOUSE, ANGELA F HOUSE, ANGELA F, Fire Administrative Coordinator	Approved - 2/9/2026
Joseph Hightower, Fire Chief	Approved - 2/9/2026
Whitney Donovan, Purchasing Coordinator	Approved - 2/9/2026
Matthew Dodson, Budget Officer	Approved - 2/9/2026
Jennifer Gates, Finance Director	Approved - 2/9/2026
City Attorney, City Attorney	Approved - 2/9/2026
Jeanann Hand, City Clerk	Approved - 2/9/2026
Vince Sandersfeld, City Manager	Final Approval - 2/9/2026

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation located at 510 N. Baker Street, Mount Dora, Florida 32757 (the "CITY"), and **MES SERVICE COMPANY LLC,** a foreign limited liability company, f/k/a Municipal Emergency Services located at 12 Turnberry Lane, 2nd Floor, Sandy Hook, Connecticut 06482 ("CONTRACTOR") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Contract for Fire Equipment, Supplies, and Services, and CONTRACTOR, effective August 1, 2022, and subsequently renewed on April 10, 2023 and February 14, 2025, collectively attached hereto as **Composite Exhibit 1** and made a binding part hereof by this reference (hereinafter the "Underlying Contract"), which was competitively solicited for and negotiated by Lake County, through ITB#22-730; and

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

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

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall commence on the latest date of execution by the Parties and shall remain in effect for one (1) year from the date of execution and may be renewed for two (2) additional two-year periods upon written mutual agreement by the CITY and CONTRACTOR.

SECTION 2. SERVICES AND PRICING.

CONTRACTOR will provide materials, labor, services, and pricing to the CITY as set forth in the Underlying Contract, its attachments and renewals, attached hereto as **Composite Exhibit 1**, the Solicitation, and the Scope of Work in **Exhibit 2** (collectively, the "Incorporated Documents"), attached hereto and incorporated herein by this reference. Notwithstanding any contrary provision in the Incorporated Documents, all materials, labor, and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any federal, state, or local regulatory agency.

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in a State or Federal court of appropriate jurisdiction in Lake County, Florida. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement, a Task Authorization, or a Purchase Order issued by the CITY pursuant to this Agreement, and the terms and conditions of the Underlying Contract, as attached, or any other CONTRACTOR-issued invoice or the like, the terms and conditions of this Agreement and/or any CITY-issued Task Authorization or Purchase Order shall prevail.

SECTION 8. NOTICE.

The Parties hereto agree that all notices required and/or made pursuant to this Agreement shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

CITY:	City of Mount Dora Attn: City Manager 510 N. Baker Street Mount Dora, Florida 32757
Copy to:	Patrick Brackins, Esq. Shepard, Smith, Hand & Brackins, P.A. 2300 Maitland Center Pkwy; Suite 100 Maitland, Florida 32751
CONTRACTOR:	MES Service Company LLC 12 Turnberry Lane, 2nd Floor,

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.

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

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

(A) The Parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the CITY's satisfaction. CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY's findings in such audit without regard to any termination provision set forth herein.

(B) Throughout the term of this Agreement, CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such Records

shall be available at all reasonable times for examination and audit by an authorized CITY representative upon reasonable notice.

(C) CONTRACTOR further agrees to retain such Records for a period of three (3) years after the termination or natural expiration of this Agreement. The CITY shall retain the right to audit the Records during the three-year retention period.

SECTION 13. PUBLIC RECORDS.

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

(A) Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under this Agreement.

(B) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(C) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to the CITY.

(D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(E) CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY and other penalties as provided by law.

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

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

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

SECTION 15. DISPUTE RESOLUTION.

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

SECTION 16. INSURANCE.

CONTRACTOR shall provide the CITY with Certificates of Insurance naming the CITY as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by CONTRACTOR in accordance with the CITY's insurance requirements listed in **Exhibit 3**, attached hereto and made a binding part hereof by this reference. This provision expressly supersedes any insurance coverage requirements set forth in the Underlying Contract.

SECTION 17. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to § 448.095(5), *Florida Statutes*, CONTRACTOR is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. CONTRACTOR shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with § 448.095, *Florida Statutes*. CONTRACTOR shall retain a copy of the affidavit for the duration of this Agreement and provide it to the CITY upon request. CONTRACTOR hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, CONTRACTOR shall provide evidence of such registration and compliance. CONTRACTOR acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

SECTION 18. SCRUTINIZED COMPANIES.

In accordance with § 287.135, *Florida Statutes*, CONTRACTOR hereby certifies that neither CONTRACTOR nor any subsidiary, parent company, or affiliate of CONTRACTOR is engaged in a boycott of Israel, nor is on the Scrutinized Companies or Other Entities that Boycott Israel List. CONTRACTOR further agrees that CONTRACTOR will not subcontract with any

entity that is engaged in a boycott of Israel or is on the Scrutinized Companies or Other Entities that Boycott Israel List. In the event CONTRACTOR, or any of its subsidiaries, parent companies, affiliates, or subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List 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, immediate termination of this Agreement without regard for any notice provisions set forth herein, and any other remedies available under the law.

SECTION 19. PUBLIC ENTITY CRIME.

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

SECTION 20. HUMAN TRAFFICKING AFFIDAVIT.

In accordance with § 787.06, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR does not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, and that CONTRACTOR has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit 4**, and incorporated herein by reference.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective this __ day of _____, 2026.

CITY OF MOUNT DORA

_____
James Homich, Mayor

ATTEST:

_____
Jeanann Hand, City Clerk

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

_____
Patrick Brackins, City Attorney

MES SERVICE COMPANY, LLC

_____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged and sworn to before me by means of [ ] physical presence or [ ] online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2026.

(stamp)

_____

NOTARY PUBLIC

Attachments:

Exhibit 1 – Underlying Contract

Exhibit 2 – Solicitation

Exhibit 3 – Insurance Requirements

Exhibit 4 – Human Trafficking Affidavit

Composite Exhibit 1
Underlying Contract between

Lake County
and
MES Service Company, LLC

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Six (6) Effective Date: 10/21/2025	Contract Number: 22-730G Title: Fire Equipment, Supply, & Services Effective Date: 08/01/2022
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Melanie Pompos E-mail: Melanie.pompos.@lakecountyfl.gov Telephone Number: 352-343-9423	**CONTRACTOR** Name: MES Service Company, LLC Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: Jamie Robinson

INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.

DESCRIPTION OF MODIFICATION: Contract modification to add the highlighted manufactures and services per the attached pricing sheets.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____ Print Name: Jamie Robinson Title: Regional Vice President Date: 10/22/2025 E-mail: jamie.robinson@meslifesafety.com Secondary E-mail: _____	Signature: _____ Print Name: Melanie Pompos Title: _____ Date: Digitally signed by Melanie Pompos Date: 2025.10.22 14:03:20 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Municipal Emergency Servcies			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.mesfire.com		
	SHOP LOCATION		
2a	9843 18th Street N, Suite 150A, St. Petersburg, FL 33716		
2b	Jamie Robinson		
2c	**Labor for Equipment Repair (not under warranty)**		**per hour**
2d	**Pickup or delivery services offered?**	Yes	
2e	**Pick up / delivery fee for Equipment**	$0.00	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 service - per tool	$265.00	Yes
	Hurst High Pressure service - per tool	$155.00	Yes
	Hurst Low Pressure service - per tool	$155.00	Yes
	Hurst High Pressure pump service - per pump	$555.00	Yes
	Hurst Low Pressure pump service - per pump	$555.00	Yes
	Hurst extension hose - flush	$140.00	Yes
	Hurst extension hose - visual inspection	$60.00	Yes
	Hurst cord reel - flush	$225.00	Yes
	Hurst cord reel - visual inspection	$75.00	Yes
	Hurst non warranty repairs - labor rate per hour	$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	$125.00	Yes
	Lift bag service per bag (visual inspection, hydrostatic	$75.00	Yes
	Compressor service per hour	$110.00	Yes

Scott Safety non warranty repairs - labor rate per hour	$100.00	Yes
SCBA cylinder hydrostatic testing	$55.00	Yes
Mask fit testing - per person	$40.00	Yes
Mask fit testing - per day	$1,750.00	Yes
SCBA flow testing	$55.00	Yes
SCBA regulator flow test	$35.00	Yes
ANY Service Call - per trip	$75.00	Yes
Conpressor Installation/Site Survey	$2,750.00	Yes

Municipal Emergency Services	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	www.mesfire.com
Warehouse Location(s):	**9843 18th Street N, Suite 150A, St. Petersburg, FL 33716 AZ, CA, CO, CT, FL, IL, IN, MD, MI, NC, NE, NJ, NM, NY, OH, PA, TX, VA, WA**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Jamie Robinson**
Email:	Jrobinson@mesfire.com
Emergency Phone:	**727-686-0020**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
343 Fire	List		No	
3M Company	15%		No	
5.11	10%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
Aervoe	List		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	

Amerex	List		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Anchor Uniform	5%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Armor Express	Per NASPO		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
BA Shields	List		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Bayly Hat Company	List		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bridgehill	List		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
C.W. Nielsen	5%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	3%		No	
Code 3	20%		No	
Collins Dynamics (Rom Corp)	22%		No	
Condor Outdoor	5%		No	
Council Tools	20%		No	
Courtland Boot Jack	List		No	
Crew Boss	5%		No	
Damascus	5%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	

Dicke Tool	15%		No	
Dixie EMS/Everready	List		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutyman	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards Garment Company	5%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	

Froggy's Fog	List		No	
Flir	List		No	
FSI North America	List		No	
Galvion	List		No	
Game Sportswear	List		No	
Gemtor	20%		No	
Gerber	List		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Gripflex Corporation	List		No	
Groves/Ready Rack	List		No	
Gould & Goodrich	List		No	
Haix	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
HEN Nozzles	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	
Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	
Honeywell Analytics	List		No	
Honeywell/Morning Pride - PPE	10%		No	
Hope Uniform Company	List		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	

Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Liberty Uniform Mfg Co	List		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Lonsetar Axe	List		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mocean	5%		No	
Monadanock/Defense Technology	5%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
North American Rescue	List		No	
NUPLA	15%		No	
OHD	List		No	
Original Footwear	5%		No	

Otto	List		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List		No	
Perfect Fit	List		No	
Performance Advantage Company (PAC)	10%		No	
Petraroc	List		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Poly-Tech America	List		No	
Port West	List		No	
Premier Emblem	5%		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	
R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Reeves	5%		No	
Rescue 42	5%		No	
Rescue Intellitech (Solo Rescue)	List		No	
Rescue Technology	5%		No	
RevolveAir	List		No	
Rice Hydro	10%		No	
Ringers	List		No	
RIT Safety Solutions	10%		No	
Rock N Rescue	10%		No	
Rocky Boots	5%		No	
Rothco	5%		No	

Royce Shields	5%		No	
S&S	List		No	
Sabre	5%		No	
Salomon	10%		No	
Samuel Broome	5%		No	
San Mar	10%		No	
Savox	List		No	
SCBAS	15%		No	
Scott Safety- gas detection	5%		No	
Scott Safety - SCBA, cylinders, masks	7%		No	
Scott Safety- repair parts	List		No	
Scott Safety- thermal imager parts	List		No	
Scott Safety- thermal imagers	5%		No	
Scotty Firefighter	15%		No	
Seek Thermal	5%		No	
Sensible Mounts	15%		No	
Shelby Gloves	List		No	
Silent Partner Technologies/BioConnect IntelliView/MedixSafe	List		No	
Silynx	List		No	
Simulaids	List		No	
Sirchie	List		No	
SM Smith	5%		No	
Smith & Warren	10%		No	
Snap Tite/All-American/Firequip	10%		No	
Solomon	5%		No	
Solutions Safety (Citrosqueeze)	5%		No	
Sound Uniform/Olympic Uniform	List		No	
South Park	20%		No	
Southeastern Shirt Company	5%		No	
Spiewak	5%		No	
Stallion Air	List		No	
Statpacks	10%		No	
Steck	10%		No	

Sterling Rope	15%		No	
Stratton Hat	List		No	
Streamlight	15%		No	
Supervac	5%		No	
Survival Armor	Per NASPO		No	
Tactsquad	5%		No	
Target Solutions	List		No	
Task Force Tips (TFT)	5%		No	
Task Force Tips- Blitzfire/G-Force Series	List		No	
Team Equipment	List		No	
Team Wendy	List		No	
Teledyne	5%		No	
Telelite	5%		No	
Tempest - VS series batteries & access.	List		No	
Tempest/Leader Fans	10%		No	
Thorogood/Weinbrenner boots	15%		No	
Tingley Rubber/Alta Industries	List		No	
TNT Tools	10%		No	
Topps	List		No	
Toxic Suppression	List		No	
True North	10%		No	
Tru-Spec	10%		No	
Turtle Plastics	List		No	
Tyco	10%		No	
UltraTec Special Effects	15%		No	
Under Armour	5%		No	
Underwater Kinetics	List		No	
US Duty Gear	5%		No	
Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vertyx	List		No	
Vetter	List		No	
VF Imagewear	5%		No	

Vizcon	List		No	
W. Alboum Hat Company	List		No	
Warson (all brands including Reebok)	5%		No	
Warthog	5%		No	
Warrior Fire Equipment	List		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	
Custom motor trousers/breeches (MES)	List		No	
Sewing/embroidery/alterations (MES)	List		No	

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Five (5) Effective Date: 2/11/2025	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: MES Service Company, LLC Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification of reassignment from Municipal Emergency Services, Inc. to MES Service Company, LLC per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____ Print Name: Jamie Robinson Title: Regional Vice President Date: 03/26/2025 E-mail: jrobinson@mesfire.com Secondary E-mail: _____	Signature: Print Name: Gretchen Bechtel, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.03.26 14:29:45 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

February 11, 2025

Office of Procurement Services
Post Office Box 7800
Attn: Gretchen Bechtel
Contracting Officer II
315 West Main Street
Suite 441
Tavares, Florida, 32778
Via Email to purchasing@lakecountyfl.gov

Re: Request for Consent to Assign Contract No. Contract Number: 22-730G Fire Equipment, Supplies, and Services dated August 1, 2022, (the "Agreement"), by and between LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners ("Authority"), and Municipal Emergency Services, a corporation (f/k/a Municipal Emergency Services, Inc.) ("MES" or "we").

Dear Ms. Bechtel or Authorized Procurement Official:

We write to inform you that MES intends to internally reorganize the company to better serve our customers which includes revamping our contracting systems (the "Reorganization"). As part of the Reorganization, we intend to assign the Agreement (the "Assignment") to our affiliate MES Service Company, LLC (EIN: 33-1848433). Pursuant to Section 38 of the Agreement, **we request your consent to the transfer of MES's rights and obligations, including all orders, proposals, modifications, amendments, addendums, extensions, and statements of work under the Agreement.**

Our business relationship with you will not change. There will be no disruption to the existing services and pending orders, and you will still interact with the same MES team as before. The Reorganization is anticipated to close on or about December 31, 2024.

To affirm your consent to the Assignment, please countersign this letter and return it to us via email to Nicole McGrath at nmcgrath@mesfire.com at your earliest convenience. If you have any questions regarding the MES Reorganization or this letter, feel free to contact me at mdonovan@mesfire.com or 203-304-4132.

Thank you for your ongoing partnership and support during this process.

Sincerely,
MUNICIPAL EMERGENCY SERVICES, LLC

By:_____
Maria Donovan, Esq.
Contracts Manager

Board Of County Commissioners
LAKE COUNTY, Florida
CONSENTS AND AGREES to the Assignment:
By:_____
Gretchen Bechtel
Contracting Officer II or Authorized Procurement Official

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Four (4) Effective Date: 2/14/2025	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification for price redetermination per the attached and to renew the agreement for two annual terms to expire 07/31/2027 or until new contract is awarded.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____ Print Name: Jamie Robinson Title: Regional Vice President Date: 2/14/2025 E-mail: jrobinson@mesfire.com Secondary E-mail: _____	Signature: Gretchen Bechtel, Contracting Officer II Print Name: Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.02.14 08:47:28 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Municipal Emergency Servcies			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.mesfire.com		
	SHOP LOCATION		
2a	9843 18th Street N, Suite 150A, St. Petersburg, FL 33716		
2b	Jamie Robinson		
2c	**Labor for Equipment Repair (not under warranty)**		**per hour**
2d	**Pickup or delivery services offered?**	Yes	
2e	**Pick up / delivery fee for Equipment**	$0.00	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 service - per tool	$265.00	Yes
	Hurst High Pressure service - per tool	$155.00	Yes
	Hurst Low Pressure service - per tool	$155.00	Yes
	Hurst High Pressure pump service - per pump	$555.00	Yes
	Hurst Low Pressure pump service - per pump	$555.00	Yes
	Hurst extension hose - flush	$140.00	Yes
	Hurst extension hose - visual inspection	$60.00	Yes
	Hurst cord reel - flush	$225.00	Yes
	Hurst cord reel - visual inspection	$75.00	Yes
	Hurst non warranty repairs - labor rate per hour	$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	$125.00	Yes

Lift bag service per bag (visual inspection, hydrostatic test)	$75.00	Yes
Compressor service per hour	$110.00	Yes
Scott Safety non warranty repairs - labor rate per hour	$100.00	Yes
SCBA cylinder hydrostatic testing	$55.00	Yes
Mask fit testing - per person	$40.00	Yes
Mask fit testing - per day	$1,750.00	Yes
SCBA flow testing	$55.00	Yes
ANY Service Call - per trip	$75.00	Yes

Municipal Emergency Services	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	www.mesfire.com
Warehouse Location(s):	**9843 18th Street N, Suite 150A, St. Petersburg, FL 33716 AZ, CA, CO, CT, FL, IL, IN, MD, MI, NC, NE, NJ, NM, NY, OH, PA, TX, VA, WA**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Jamie Robinson**
Email:	Jrobinson@mesfire.com
Emergency Phone:	**727-686-0020**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
343 Fire	List		No	
3M Company	15%		No	
5.11	10%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Anchor Uniform	5%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Armor Express	Per NASPO		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
BA Shields	List		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Bayly Hat Company	List		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bridgehill	List		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	3%		No	
Code 3	20%		No	

Collins Dynamics (Rom Corp)	22%		No	
Condor Outdoor	5%		No	
Council Tools	20%		No	
Courtland Boot Jack	List		No	
Crew Boss	20%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	
Dicke Tool	15%		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutyman	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards Garment Company	5%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	
Froggy's Fog	List		No	
Flir	List		No	
FSI North America	List		No	
Gemtor	20%		No	
Gerber	List		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Gripflex Corporation	List		No	
Groves/Ready Rack	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	

Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	
Honeywell Analytics	List		No	
Honeywell/Morning Pride - PPE	10%		No	
Hope Uniform Company	List		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Liberty Uniform Mfg Co	List		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mocean	5%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Original Footwear	5%		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Poly-Tech America	List		No	
Port West	List		No	
Premier Emblem	5%		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	

R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	
Rescue Intellitech (Solo Rescue)	List		No	
Rescue Technology	5%		No	
RevolveAir	List		No	
Rice Hydro	10%		No	
Ringers	List		No	
RIT Safety Solutions	10%		No	
Rock N Rescue	10%		No	
Rocky Boots	5%		No	
Rothco	5%		No	
Royce Shields	5%		No	
Salomon	10%		No	
Samuel Broome	5%		No	
San Mar	10%		No	
Savox	List		No	
SCBAS	15%		No	
Scott Safety- gas detection	5%		No	
Scott Safety - SCBA, cylinders, masks	7%		No	
Scott Safety- repair parts	List		No	
Scott Safety- thermal imager parts	List		No	
Scott Safety- thermal imagers	5%		No	
Scotty Firefighter	15%		No	
Seek Thermal	5%		No	
Sensible Mounts	15%		No	
Shelby Gloves	List		No	
Silent Partner Technologies/BioConnect IntelliView	List		No	
Simulaids	List		No	
SM Smith	5%		No	
Smith & Warren	10%		No	
Snap Tite/All-American/Firequip	10%		No	
Solomon	5%		No	
Solutions Safety (Citrosqueeze)	5%		No	
South Park	20%		No	
Southeastern Shirt Company	5%		No	
Spiewak	5%		No	
Stallion Air	List		No	
Statpacks	10%		No	
Steck	10%		No	
Sterling Rope	15%		No	
Stratton Hat	List		No	
Streamlight	15%		No	
Supervac	5%		No	
Survival Armor	Per NASPO		No	
Tactsquad	5%		No	
Target Solutions	List		No	
Task Force Tips (TFT)	5%		No	
Task Force Tips- Blitzfire/G-Force Series	List		No	
Team Equipment	List		No	
Team Wendy	List		No	
Teledyne	5%		No	
Telelite	5%		No	
Tempest - VS series batteries & access.	List		No	
Tempest/Leader Fans	10%		No	
Thorogood/Weinbrenner boots	15%		No	

Tingley Rubber/Alta Industries	List		No	
TNT Tools	10%		No	
Topps	List		No	
Toxic Suppression	List		No	
True North	10%		No	
Tru-Spec	10%		No	
Turtle Plastics	List		No	
Tyco	10%		No	
UltraTec Special Effects	15%		No	
Under Armour	5%		No	
Underwater Kinetics	List		No	
Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vetter	List		No	
VF Imagewear	5%		No	
Vizcon	List		No	
W. Alboum Hat Company	List		No	
Warson (all brands)	5%		No	
Warthog	5%		No	
Warrior Fire Equipment	List		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	
Custom motor trousers/breeches (MES)	List		No	
Sewing/embroidery/alterations (MES)	List		No	

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Three (3) Effective Date: 9/14/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to ADD additional manufacturers and services per the attached pricing sheets.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature:	Signature: Gretchen Bechtel, Contracting Officer II Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.09.18 08:42:16 -04'00'
Print Name: Jamie Robinson	Print Name:
Title: Regional Vice President	Title:
Date: 9/18/2023	Date:
E-mail: jrobinson@mesfire.com	
Secondary E-mail:	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Municipal Emergency Servcies			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.mesfire.com		
	SHOP LOCATION		
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	**Labor for Equipment Repair (not under warranty)**	$0.00	**per hour**
2d	**Pickup or delivery services offered?**	Yes	
2e	**Pick up / delivery fee for Equipment**	$0.00	**per call**

The following information is required for price redetermination consideration.

Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.			
3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	Hurst ED/EWXT/E3 service - per tool	$250.00	Yes
	Hurst High Pressure service - per tool	$140.00	Yes
	Hurst Low Pressure service - per tool	$140.00	Yes
	Hurst High Pressure pump service - per pump	$525.00	Yes
	Hurst Low Pressure pump service - per pump	$525.00	Yes
	Hurst extension hose - flush	$125.00	Yes
	Hurst extension hose - visual inspection	$50.00	Yes
	Hurst cord reel - flush	$175.00	Yes
	Hurst cord reel - visual inspection	$50.00	Yes
	Hurst non warranty repairs - labor rate per hour	$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	$100.00	Yes

Lift bag service per bag (visual inspection, hydrostatic test)	$65.00	Yes
Compressor service per hour	$110.00	Yes
Scott Safety non warranty repairs - labor rate per hour	$90.00	Yes
SCBA cylinder hydrostatic testing	$45.00	Yes
Mask fit testing - per person	$35.00	Yes
Mask fit testing - per day	$1,500.00	Yes
SCBA flow testing	$55.00	Yes
ANY Service Call - per trip	$45.00	Yes

Municipal Emergency Services	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	www.mesfire.com
Warehouse Location(s):	**3789 62nd Avenue North Pinellas Park, FL 33781** **AZ, CA, CO, CT, IL, IN, MD, MI, NC, NE, NY, TX, WA**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Jamie Robinson**
Email:	Jrobinson@mesfire.com
Emergency Phone:	**727-686-0020**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15%		No	
5.11	10%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List+10%		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Bayly Hat Company	List		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bridgehill	List		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	3%		No	
Code 3	20%		No	
Collins Dynamics (Rom Corp)	22%		No	
Condor Footwear	5%		No	
Council Tools	20%		No	

Courtland Boot Jack	List		No	
Crew Boss	20%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	
Dicke Tool	15%		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutyman	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards Garment Company	5%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List+10%		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	
FSI North America	List		No	
Gemtor	20%		No	
Gerber	List		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Gripflex Corporation	List		No	
Groves/Ready Rack	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	
Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	
Honeywell Analytics	List+5%		No	

Honeywell/Morning Pride - PPE	10%		No	
Hope Uniform Company	List		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Liberty Uniform Mfg Co	List		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Original Footwear	5%		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List+10%		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Premier Emblem	5%		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	
R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	
Rescue Technology	5%		No	

RevolveAir	List		No	
Rice Hydro	10%		No	
Ringers	List		No	
RIT Safety Solutions	10%		No	
Rock N Rescue	10%		No	
Royce Shields	5%		No	
Salomon	10%		No	
Samuel Broome	5%		No	
San Mar	10%		No	
Savox	List		No	
SCBAS	15%		No	
Scott Safety- gas detection	5%		No	
Scott Safety- SCBA and parts	List		No	
Scott Safety- thermal imager parts	List		No	
Scott Safety- thermal imagers	5%		No	
Scotty Firefighter	15%		No	
Seek Thermal	5%		No	
Sensible Mounts	15%		No	
Shelby Gloves	List		No	
Silent Partner Technologies	List		No	
Simulaids	List		No	
SM Smith	5%		No	
Smith & Warren	10%		No	
Snap Tite/All-American/Firequip	10%		No	
Solomon	5%		No	
Solutions Safety (Citrosqueeze)	5%		No	
South Park	20%		No	
Southeastern Shirt Company	5%		No	
Spiewak	5%		No	
Stallion Air	List		No	
Statpacks	10%		No	
Steck	10%		No	
Sterling Rope	15%		No	
Streamlight	15%		No	
Supervac	5%		No	
Survival Armor	Per NASPO		No	
Tactsquad	5%		No	
Target Solutions	List		No	
Task Force Tips (TFT)	5%		No	
Task Force Tips- Blitzfire/G-Force Series	List		No	
Team Equipment	List		No	
Team Wendy	List		No	
Teledyne	5%		No	
Telelite	5%		No	
Tempest - VS series batteries & access.	List+5%		No	
Tempest/Leader Fans	10%		No	
Thorogood/Weinbrenner boots	15%		No	
TNT Tools	10%		No	
Topps	List+10%		No	
Toxic Suppression	List		No	
True North	10%		No	
Tru-Spec	10%		No	
Turtle Plastics	List		No	
Tyco	10%		No	
UltraTec Special Effects	15%		No	
Under Armour	5%		No	
Underwater Kinetics	List		No	

Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vetter	List		No	
VF Imagewear	5%		No	
Vizcon	List		No	
W. Albourn Hat Company	List		No	
Warthog	5%		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	
Custom motor trousers/breeches (MES)	List		No	
Sewing/embroidery/alterations (MES)	List		No	

LAKE COUNTY, FL

REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 8/1/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: [signature] Print Name: Ward Petrie Title: SVP Finance Date: 4/10/23 E-mail: wpetrie@mesfire.com Secondary E-mail:	Signature: Print Name: Gretchen Bechtel, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.04.11 07:59:40 -04'00'

Distribution:
- Original – Bid File
- Copy – Contractor
- Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 9/13/2022	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to add the highlighted manufacturers and pricing per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____ Print Name: Jamie Robinson Title: Regional Vice President Date: 9/13/22 E-mail: jrobinson@mesfire.com Secondary E-mail: _____	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 08:19:49 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Municipal Emergency Servcies			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.mesfire.com		
	SHOP LOCATION		
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	**Labor for Equipment Repair (not under warranty)**	$0.00	**per hour**
2d	**Pickup or delivery services offered?**	Yes	
2e	**Pick up / delivery fee for Equipment**	$0.00	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 service - per tool	$250.00	Yes
	Hurst High Pressure service - per tool	$140.00	Yes
	Hurst Low Pressure service - per tool	$140.00	Yes
	Hurst High Pressure pump service - per pump	$525.00	Yes
	Hurst Low Pressure pump service - per pump	$525.00	Yes
	Hurst extension hose - flush	$125.00	Yes
	Hurst extension hose - visual inspection	$50.00	Yes
	Hurst cord reel - flush	$175.00	Yes
	Hurst cord reel - visual inspection	$50.00	Yes
	Hurst non warranty repairs - labor rate per hour	$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	$100.00	Yes

Lift bag service per bag (visual inspection, hydrostatic test)	$65.00	Yes
Compressor service per hour	$110.00	Yes
Scott Safety non warranty repairs - labor rate per hour	$90.00	Yes
SCBA cylinder hydrostatic testing	$40.00	Yes
Mask fit testing - per person	$35.00	Yes
Mask fit testing - per day	$1,500.00	Yes
SCBA flow testing	$55.00	Yes
ANY Service Call - per trip	$45.00	Yes

Municipal Emergency Services	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	www.mesfire.com
Warehouse Location(s):	**3789 62nd Avenue North Pinellas Park, FL 33781 AZ, CA, CO, CT, IL, IN, MD, MI, NC, NE, NY, TX, WA**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Jamie Robinson**
Email:	Jrobinson@mesfire.com
Emergency Phone:	**727-686-0020**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15%		No	
5.11	20%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List+10%		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	10%		No	
Code 3	20%		No	
Collins Dynamics (Rom Corp)	22%		No	

Council Tools	20%		No	
Crew Boss	20%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	
Dicke Tool	15%		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutyman	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List+10%		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	
FSI North America	List		No	
Gemtor	20%		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Groves/Ready Rack	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	
Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	

Honeywell Analytics	List+5%		No	
Honeywell/Morning Pride - PPE	10%		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List+10%		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	
R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	

Rescue Technology	5%		No	
RevolveAir	List		No	
Rice Hydro	10%		No	
Ringers	List		No	
RIT Safety Solutions	10%		No	
Rock N Rescue	10%		No	
Royce Shields	5%		No	
Salomon	10%		No	
Samuel Broome	5%		No	
San Mar	10%		No	
Savox	List		No	
SCBAS	15%		No	
Scott Safety- gas detection	5%		No	
Scott Safety- SCBA and parts	List		No	
Scott Safety- thermal imager parts	List		No	
Scott Safety- thermal imagers	5%		No	
Scotty Firefighter	15%		No	
Seek Thermal	5%		No	
Sensible Mounts	15%		No	
Shelby Gloves	List		No	
Silent Partner Technologies	List		No	
Simulaids	List		No	
SM Smith	5%		No	
Snap Tite/All-American/Firequip	10%		No	
Solutions Safety (Citrosqueeze)	5%		No	
South Park	20%		No	
Spiewak	5%		No	
Stallion Air	List		No	
Statpacks	10%		No	
Steck	10%		No	
Sterling Rope	15%		No	
Streamlight	15%		No	
Supervac	5%		No	
Survival Armor	Per NASPO		No	
Target Solutions	List		No	
Task Force Tips (TFT)	5%		No	
Task Force Tips- Blitzfire/G-Force Series	List		No	
Team Equipment	List		No	
Team Wendy	List		No	
Teledyne	5%		No	
Telelite	5%		No	
Tempest - VS series batteries & access.	List+5%		No	
Tempest/Leader Fans	10%		No	
Thorogood/Weinbrenner boots	15%		No	
TNT Tools	10%		No	
Topps	List+10%		No	
True North	10%		No	
Tru-Spec	10%		No	
Turtle Plastics	List		No	
Tyco	10%		No	
UltraTec Special Effects	15%		No	
Under Armour	5%		No	
Underwater Kinetics	List		No	

Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vetter	List		No	
VF Imagewear	5%		No	
Vizcon	List		No	
Warthog	5%		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

CONTRACT NO. 22-730G
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Emergency Services, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/25/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 · 315 W. Main St., Suite 441 · Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Jamie Robinson

Date: 4/25/22

Print Name: Jamie Robinson
Title: Regional Vice President
Primary E-mail Address: jrobinson@mesfire.com
Secondary E-mail Address: rmclester@mesfire.com

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*
Date: 04/25/22
Print Name: Jamie Robinson
Title: Regional Vice President
Primary E-mail Address: jrobinson@mesfire.com
Secondary E-mail Address: rmclester@mesfire.com

EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES

22-730

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Municipal Emergency Services Inc has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Municipal Emergency Services INC
Street Address: 12 Turnberry Ln 2nd Floor
City: Sandy Hook State and ZIP Code: CT, 06482
Mailing Address (if different): 3789 62nd Avenue North
Telephone: 727-521-2135 Fax: 727-525-1819
Federal Identification Number / TIN: 651051374
DUNS Number: 048167923

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jamie Robinson*
Date: 4/25/2022
Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Municipal Emergency Servcies			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mesfire.com		
	SHOP LOCATION		
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	**Labor for Equipment Repair (not under warranty)**	$0.00	**per hour**
2d	**Pickup or delivery services offered?**	Yes	
2e	**Pick up / delivery fee for Equipment**	$0.00	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 Service per tool	$200.00 Flat	Yes
	Hurst HP Service Per set	$780.00 Flat	Yes
	Hurst LP Service Per Set	$855.00 Flat	Yes
	Scott Safety - SCBA Flow Test	$45.00 Per	Yes
	Scott Fit Tesing	$35.00 Per	Yes
	Scott Safety - Cylinder Hydro Testing	$35.00 Per	Yes

Municipal Emergency Services	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	www.mesfire.com
Warehouse Location(s):	**3789 62nd Avenue North Pinellas Park, FL 33781**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Jamie Robinson**
Email:	Jrobinson@mesfire.com
Emergency Phone:	**727-686-0020**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15.00%		no	
Able 2 Sho Me	10.00%		no	
Action	25.00%		no	
AH Stock	10.00%		no	
Ajax	10.00%		no	
Akron Brass	20.00%		no	
Alcolite (Sam Carbis)	10.00%		no	
Amerex	Net+20%		no	
American Firewear	15.00%		no	
Angus	20.00%		no	
Anchor Industries	10.00%			
Avon Manufacturing	5.00%			
Ansul Foams	15.00%		no	
Bates	10.00%			
Blauer	List			
B&B Enterprises	15.00%		no	
Blackinton Badges	10.00%		no	
Boston Leather	20.00%			
Bullard Helmets	20.00%		no	
Bullard other	10.00%		no	
Cet Pumps	15.00%			
Chemguard	10.00%			
Circul Air	List		no	
Code 3	20.00%		no	
Collins Dynamics (Rom Corp)	22.00%		no	
Council Tools	20.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Dickie Tool	15.00%		no	
Edison	20.00%		no	
Edwards and Cromwell	10.00%		no	
Edwards MFG	10.00%		no	
Elkhart Brass	20.00%		no	
Federal Signal Corp	20.00%		no	
Fire Hooks Unlimited	List Plus 10%		no	
Fire Dex	10.00%		no	
Flamefighter	20.00%		no	
Fol-da-tank	20.00%		no	
Gemtor	20.00%		no	
Glassmaster WEHR	15.00%		no	
Hale Fire Pumps	List		no	
Hannay Reels	10.00%		no	
Harrington	25.00%		no	
Hebert	List		no	
Honeywell PPE	10.00%		no	
Honeywell Helmets and Parts	10.00%		no	
Honeywell Pro Warrington	10.00%		no	
Humat	List		no	
Husky	25.00%		no	
Hydra Shield	12.00%		no	
Justrite	20.00%		no	
Kappler	List		no	
Kochek	25.00%		no	
Koehler MFG Co	20.00%		no	
Kussmaul	10.00%		no	
Lions Uniforms	10.00%		no	
Mag Instruments	10.00%		no	
Morning Pride	10.00%		no	
Natale (circle D)	15.00%		no	
NUPLA	15.00%		no	
Pacific Reflex	15.00%		no	
Paul Conway Shields	10.00%		no	
Pelican	List Plus 10%		no	
Petzl	20.00%		no	
PGI Protexall	5.00%		no	
Pigeon Mountain Industries	10.00%		no	
R&B Fabricators	10.00%		no	
Redhead Brass			no	
Rice Hydro CO	10.00%		no	
SCBAs	15.00%		no	
Sensible Mounts	15.00%		no	
Shelby Wolverine	List		no	
South Park	20.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Sterling Rope	15.00%		no	
Supervac	5.00%		no	
TNT Tools	10.00%		no	
Task Force Tips	5.00%		no	
Thorogood/Weinbrenner/Lion Boots	15.00%		no	
Team Equipment	List		no	
Fresh gear	5.00%		no	
Grace Industries	List		no	
Groves/ Ready Rack	List		no	
Hale	5.00%		no	
Hammerhead (gear keeper)	15.00%		no	
Hero's pride	5.00%		no	
HexArmor	15.00%		no	
Homeland 6 (H6 Tactical)	10.00%		no	
Honeywell Analytics	List Plus 5%		no	
Hot Shields	5.00%		no	
Hotstick	List		no	
Hurst	5.00%		no	
Industrial Scientific- Monitors	10.00%		no	
Industrial Scientific- accessories	List		no	
J-Tek/CMJ manufacturing	List + 5%		no	
Kroll	10.00%		no	
Lakeland	10.00%		no	
Leader Fans	10.00%		no	
Leatherhead Tools	20.00%		no	
Lightning X	10.00%		no	
Little Giant	5.00%		no	
Majestic hoods	20.00%		no	
Majestic Hood Gore	List		no	
Matex	15.00%		no	
Mustang Survival	10.00%		no	
National Foam	5.00%		no	
National River Supply (NRS)	10.00%		no	
OHD	List		no	
Pacific Helmets	5.00%		no	
Performance Advantage Company (PAC)	10.00%		no	
Plastix Plus	5.00%		no	
PMI Rope	10.00%		no	
Point Blank	Per NASPO		no	
Protective Industrial Products (PIP)	10.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Propper	5.00%		no	
Radians	10.00%		no	
Rae Systems	5.00%		no	
Redback Boot	20.00%		no	
Rescue 42	5.00%		no	
Ringers	List		no	
RIT Safety	10.00%		no	
Rock N Rescue	10.00%		no	
Samuel Broome	5.00%		no	
San Mar	10.00%		no	
Savox	List		no	
Scott Safety- Compressor Parts	5.00%		no	
Scott Safety- Gas Detection	5.00%		no	
Scott Safety- SCBA and parts	15%		no	
Scott Safety- Thermal Imagers	5.00%		no	
Scott Safety- Thermal Imagers Parts	List		no	
Scotty Firefighter	15.00%		no	
Seek Thermal	5.00%		no	
Shelby	List		no	
Silent Partners	List		no	
Simulaids	List		no	
SM Smith	5.00%		no	
Spiewak	5.00%		no	
Statpacks	10.00%		no	
Steck	10.00%		no	
Streamlight	15.00%		no	
Target Solutions	List		no	
Task Force Tips- Blitzfire/ Gforce Series	List		no	
Team Wendy	List +10%		no	
Tru-Spec	10.00%		no	
True North (Dragon Fire)	10.00%		no	
Tyco	10.00%		no	
Ultra tec	15.00%		no	
Under Armour	5.00%		no	
Veridian- Gloves, Hoods, Accessories	10.00%		no	
VF Imagewear	5.00%		no	
Vizcon	List		no	
Warthog	5.00%		no	
Workrite	10.00%		no	
Yates	5.00%		no	
Telelite	5.00%		no	
Tempest Fans	10.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Tempest Fans- VS Batt and Acc	List + 5%		no	
Topps	List +10%		no	
Turtle Plastics	List		no	
Underwater Kinetics	List		no	
Veridian- PPE	25.00%		no	
Vetter	List		no	
Waterous	List		no	
Weldon	25.00%		no	
Whelen Engineering	15.00%		no	
Williams Foam	List		no	
Zephyr	List		no	
Zimatic/ Zico	List		no	
5.11	20.00%		no	
CMC Rescue	10.00%		no	
Crew Boss	20.00%		no	
Decon Systems Saunaray	List		no	
Diamond Wipes (Hero Wipes)	5.00%		no	
Dragonfire (J Scott Solutions)	20.00%		no	
DuPont	5.00%		no	
Dutyman	5.00%		no	
Eastern Fire Equipment Services	5.00%		no	
Elbeco	5.00%		no	
Energizer	List		no	
ESS	20.00%		no	
Ergodyne	20.00%		no	
ESS	20.00%		no	
Euramco (Ram Fan)	15.00%		no	
EVAC Systems	5.00%		no	
Fire Innovations	10.00%		no	
Fire Research (FRC)	15.00%		no	
Fire Soaps	5.00%		no	
Diamond Wipes (Fire Wipes)	5.00%		no	
Fechhiemer (Flying Cross)	5.00%		no	
FireCom	5.00%		no	
FireCraft Gas Dectection (Sensit)	5.00%		no	
Fire Craft Gloves	10.00%		no	
First Tactical	10.00%		no	
FSI North America	List		no	
Fox Fire	10.00%		no	
Fox Fury	10.00%		no	

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222, Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Procurement Protest Procedures site.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that 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 or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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Exhibit 2
Lake County's
Solicitation ITB#22-730

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 417 • Tavares, FL 32778

Solicitation Number: **22-730**
Solicitation Title: **FIRE EQUIPMENT, SUPPLIES, AND SERVICES**
Pre-Bid Conference: **See Section 3.0**
Last Day to Ask Questions: **04/12/2022**
CLOSING DATE: **04/28/2022**
CLOSING TIME: 3:00 P.M. Eastern

Vendors shall complete and return all information requested by the specified time and date or Submittal shall be rejected.

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1.0 PURPOSE OF INVITATION TO BID

The purpose of this solicitation is to solicit competitive sealed submittals to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for Lake County, Florida. This solicitation is officially posted on the County's website exclusively.

1.1 EXHIBITS

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

Exhibit C – Review General Terms and Conditions for Lake County Florida dated 5/6/21

1.2 ATTACHMENTS

Attachment 1 – Submittal Form

Attachment 2A – Services Pricing Sheet

Attachment 2B – Equipment & Supplies Pricing Sheet

Attachment 3 – Reference Form

2.0 POINT OF CONTACT

Direct all inquiries to the Contracting Officer (official point of contact) listed:

Gretchen Bechtel, CPPB, Contracting Officer

Telephone: 352-343-9765
E-mail: gbechtel@lakecountyfl.gov

3.0 PRE-BID CONFERENCE

N/A

4.0 QUESTIONS, EXCEPTIONS, AND ADDENDA

Vendors must examine all solicitation documents including the General Terms and Conditions for Lake County Florida. All communication, inquiries, or requests for exceptions are to be directed to the Contracting Officer listed in Section 2.0. The last day for questions or requests for exceptions is **04/12/2022**. An addendum may be issued in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. No answers given in response to questions submitted will be binding upon this solicitation unless released in writing as an addendum to the solicitation and posted on the Formal Solicitations site (lakecountyfl.gov) for this solicitation. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued will prevail.

It is the Vendor's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the Submittal from being considered for award. The solicitation due date is static unless notified via addendum.

Process clarification or procedure questions may be asked at any time to the Contracting Officer.

5.0 METHOD OF AWARD

Each Submittal will be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this Solicitation. (Responsive)

B. The greatest benefits to Lake County as it pertains to: (Responsible)

1. Total Cost;
2. Delivery;
3. Past Performance. In order to evaluate past performance, all Vendors are required to submit at least three verifiable references / relevant projects completed within the last three years that are the same or similar in magnitude to this ITB. The County may be listed as a reference. Use Attachment 3 – References Form;
4. All technical specifications associated with this Solicitation;
5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Vendor's financial stability. All Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Award(s) will be made to the lowest responsive, responsible Vendor(s).

The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors; to reject any and all offers or waive any minor irregularity or technicality in submittals received.

Submittals received before the closing date and time listed will be opened, recorded, and accepted for consideration. Vendors' names will be read aloud and recorded. Submittals will be available for inspection during normal business hours from the Office of Procurement Services 30 calendar days after the Solicitation due date or after recommendation of award, whichever occurs first.

6.0 DELIVERY AND SUBMITTAL REQUIREMENTS

A. Hand delivery of submittals will not be accepted.

B. RESPONSES MUST BE SUBMITTED THROUGH THE SOLICITATION RESPONSE PORTAL TO BE CONSIDERED – Click Here for the Submission Portal.

C. A response will not be accepted if completed and submitted after the official due date and time.

D. Submission indicates a binding offer to the County and agreement of the terms and conditions referenced in this Solicitation. Do not make any changes to the content or format of any form without County permission. All information must be legible.

E. Submittal must include:

- ❑ Completed Attachment 1 – Submittal Form;
  - Submittal must be signed by an official authorized to legally bind the firm to its provisions. Include a memorandum of authority signed by an officer of the company if the signor is not listed as a corporate officer on the firm's SunBiz registration.
- ❑ Proof of Sunbiz.org registration;
- ❑ Include a completed W-9 form;
- ❑ Completed Addenda issued. Failure to include signed addenda may be cause for Submittal to be considered non-responsive;
- ❑ Completed Attachment 2 – Pricing Sheet;
- ❑ Completed Attachment 3 – Reference Form;

- ❑ Proof of insurance or evidence of insurability at levels in Exhibit B – Insurance Requirements;
- ❑ Provide a downloadable file of catalog and manufacturer's price list for products quoted.

F. The County is not liable or responsible for any costs incurred in responding to this Solicitation including, without limitation, costs for product or service demonstrations if requested.

G. Interested parties may listen to the 3:01 P.M. solicitation opening by calling 1-321-332-7400, Conference ID 971 920 36# or clicking on this link: *Join Microsoft Teams Meeting*

H. The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). Nothing in this solicitation permits or shall be construed as authorization to use or display County's Intellectual Property on Respondent's submittal documents or proposal (including any exhibits attached thereto) in response to this solicitation. Unless expressly authorized in writing by County, a Respondent is not authorized and shall not make use of or display any County Intellectual Property on or in its proposal or submittals. Unauthorized use of County's Intellectual Property may constitute trademark and copyright infringement in violation of federal and state laws. It is a violation of Lake County Code Section 2-1 and deemed a second-degree misdemeanor under Florida Statutes Section 165.043.

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Exhibit 3
City of Mount Dora
Insurance Requirements

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$2,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Contractor shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Contractor or anyone employed or utilized by the Contractor/Vendor/Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

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

☒ 4. Automobile Liability	**$ 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. Firm/Vendor/Proposer shall ensure that all subs, if applicable, comply with the same insurance requirements that he is required to meet. The same Firm/Vendor/Proposer shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

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

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

City of Mount Dora
Mount Dora, Florida

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

☒ 10. **Thirty (30) Days Cancellation Notice** required.

= = = =

Exhibit 4
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 the Nongovernmental Entity, and I am authorized to provide this Affidavit its behalf.
3. Neither the Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and attest that the statements made herein are true and are made for the benefit of and reliance by the Governmental Entity.

_____ _____
Authorized Signature Entity

_____ _____
Printed Name Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged and sworn before me by means of [ ] physical presence or [ ] online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2026.

(stamp)

_____
NOTARY PUBLIC

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

DATE: **February 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Piggyback Agreement Between the City of Mount Dora and Process Control Services, LLC

Introduction:
This is a request for the City Council to approve a piggyback agreement with Process Control Services, LLC based upon a contract between Process Control Services, LLC and New Smyrna Beach Utilities, Florida for Supervisory Control and Data Acquisition (SCADA) process control services.

Discussion:
The City's water and wastewater treatment facilities and lift stations rely on various SCADA and process control systems to monitor and control critical equipment and operations. These systems require specialized technical support to ensure reliability, regulatory compliance, and uninterrupted service.

Utilizing a piggyback agreement allows the City to leverage an existing competitively solicited and awarded contract, providing a cost-effective and efficient means of obtaining qualified process control services. This approach avoids the need for a separate solicitation while ensuring continuity of service and access to experienced technical support.

A copy of the executed New Smyrna Beach Utilities contract with Process Control Services, LLC is included as Exhibit 1, and the associated solicitation documents are included as Exhibit 2.

Budget Impact:
This is an as-needed service agreement. Funding for renewal, maintenance, and replacement of process control equipment and systems is included in the FY 2025/26 adopted budget. Expenditures will occur only as services are required.

Strategic Impact:

Objective 8.5 - Ensure that utility and public works infrastructure is properly maintained to meet established safety and minimum level of maintenance standards.

Recommendation:

City Council approve the piggyback agreement with Process Control Services, LLC.

Attachment(s):

1. Mt Dora Signed Contract - Feb 3 2026 - 11-13 AM

Prepared by: Bill Mitchell, City Engineer

Reviewed by:

Andrew Marsian, Public Works and Utilities Director	Approved - 2/3/2026
Whitney Donovan, Purchasing Coordinator	Approved - 2/3/2026
Matthew Dodson, Budget Officer	Approved - 2/3/2026
Jennifer Gates, Finance Director	Approved - 2/3/2026
City Attorney, City Attorney	Approved - 2/9/2026
Jeanann Hand, City Clerk	Approved - 2/9/2026
Vince Sandersfeld, City Manager	Final Approval - 2/9/2026

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation located at 510 N. Baker Street, Mount Dora, Florida 32757 (the "CITY"), and **PROCESS CONTROL SERVICES, LLC**, a Florida limited liability company located 1205 Pinewood Lane, Ocoee, Florida 34761 ("CONTRACTOR") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Agreement for Annual Contract for SCADA Servies between New Smyrna Beach Utilities, and CONTRACTOR, dated August 1, 2023, and subsequently renewed on June 27, 2024 and June 5, 2025, collectively attached hereto as **Composite Exhibit 1** and made a binding part hereof by this reference (hereinafter the "Underlying Contract"), which was competitively solicited for and negotiated by New Smyrna Beach Utilities, through RFQ 23-656; and

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

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

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall commence on the latest date of execution by the Parties and shall remain in effect for a one (1) year from the date of execution and may be renewed for three (3) additional one-year periods upon written mutual agreement by the CITY and CONTRACTOR.

SECTION 2. SERVICES AND PRICING.

CONTRACTOR will provide materials, labor, services, and pricing to the CITY as set forth in the Underlying Contract, its attachments and renewals, attached hereto as **Composite Exhibit 1**, the Solicitation, and the Scope of Work in **Exhibit 2** (collectively, the "Incorporated Documents"), attached hereto and incorporated herein by this reference. Notwithstanding any contrary provision in the Incorporated Documents, all materials, labor, and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any federal, state, or local regulatory agency.

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in a State or Federal court of appropriate jurisdiction in Lake County, Florida. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement, a Task Authorization, or a Purchase Order issued by the CITY pursuant to this Agreement, and the terms and conditions of the Underlying Contract, as attached, or any other CONTRACTOR-issued invoice or the like, the terms and conditions of this Agreement and/or any CITY-issued Task Authorization or Purchase Order shall prevail.

SECTION 8. NOTICE.

The Parties hereto agree that all notices required and/or made pursuant to this Agreement shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

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

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

CONTRACTOR: Process Control Services, LLC
1205 Pinewood Lane,

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.

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

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

(A) The Parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the CITY's satisfaction. CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY's findings in such audit without regard to any termination provision set forth herein.

(B) Throughout the term of this Agreement, CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such Records

shall be available at all reasonable times for examination and audit by an authorized CITY representative upon reasonable notice.

(C) CONTRACTOR further agrees to retain such Records for a period of three (3) years after the termination or natural expiration of this Agreement. The CITY shall retain the right to audit the Records during the three-year retention period.

SECTION 13. PUBLIC RECORDS.

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

(A) Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under this Agreement.

(B) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(C) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to the CITY.

(D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(E) CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY and other penalties as provided by law.

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

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

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

SECTION 15. DISPUTE RESOLUTION.

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

SECTION 16. INSURANCE.

CONTRACTOR shall provide the CITY with Certificates of Insurance naming the CITY as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by CONTRACTOR in accordance with the CITY's insurance requirements listed in **Exhibit 3**, attached hereto and made a binding part hereof by this reference. This provision expressly supersedes any insurance coverage requirements set forth in the Underlying Contract.

SECTION 17. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to § 448.095(5), *Florida Statutes*, CONTRACTOR is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. CONTRACTOR shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with § 448.095, *Florida Statutes*. CONTRACTOR shall retain a copy of the affidavit for the duration of this Agreement and provide it to the CITY upon request. CONTRACTOR hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, CONTRACTOR shall provide evidence of such registration and compliance. CONTRACTOR acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

SECTION 18. SCRUTINIZED COMPANIES.

In accordance with § 287.135, *Florida Statutes*, CONTRACTOR hereby certifies that neither CONTRACTOR nor any subsidiary, parent company, or affiliate of CONTRACTOR is engaged in a boycott of Israel, nor is on the Scrutinized Companies or Other Entities that Boycott Israel List. CONTRACTOR further agrees that CONTRACTOR will not subcontract with any

entity that is engaged in a boycott of Israel or is on the Scrutinized Companies or Other Entities that Boycott Israel List. In the event CONTRACTOR, or any of its subsidiaries, parent companies, affiliates, or subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List 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, immediate termination of this Agreement without regard for any notice provisions set forth herein, and any other remedies available under the law.

SECTION 19. PUBLIC ENTITY CRIME.

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

SECTION 20. HUMAN TRAFFICKING AFFIDAVIT.

In accordance with § 787.06, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR does not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, and that CONTRACTOR has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit 4**, and incorporated herein by reference.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective this __ day of _____, 2026.

CITY OF MOUNT DORA

_____

James Homich, Mayor

ATTEST:

_____

Jeanann Hand, City Clerk

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

_____

Patrick Brackins, City Attorney

PROCESS CONTROL SERVICES, LLC.

Wade Mathis

Print: Wade Mathis

Title: President

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 Wade Mathis, as President of process control, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Contractor, and who is personally known to me or who produced Florida D.L. as identification, and who did/did not take an oath this 28 day of January, 2026.

(stamp)

Notary Public State of Florida
Diana Ogeerally
My Commission HH 652867
Expires 4/20/2029

Diana Ogeerally

NOTARY PUBLIC

Attachments:

Exhibit 1 – Underlying Contract

Exhibit 2 – Solicitation

Exhibit 3 – Insurance Requirements

Exhibit 4 – Human Trafficking Affidavit

Composite Exhibit 1
Underlying Contract between

New Smyrna Beach Utilities
and
Process Control Services LLC.

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NEW SMYRNA BEACH UTILITIES
New Smyrna Beach, Florida
Request for Quotation
23-656

AGREEMENT FOR ANNUAL CONTRACT FOR SCADA SERVICES

THIS AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES **("AGREEMENT")** is made and entered into this 1 day of August, 2023 , by and between the **UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA,** a political subdivision of the State of Florida (hereafter "**NEW SMYRNA BEACH UTILITIES")** , located at 200 Canal Street, New Smyrna Beach, Florida 32168, and **Process Control Services** (hereafter **SERVICE PROVIDER**"), located at 1205 Pinewood Lane, Ocoee, FL 34761.

RECITALS

1. The **NEW SMYRNA BEACH UTILITIES** was created by special act of the Florida Legislature as a political subdivision of the State of Florida with certain powers, authorities, and duties related to the provision of water, wastewater, reclaimed water, and electric utility services, including the authority to enter into contracts.

2. The **NEW SMYRNA BEACH UTILITIES** wishes to obtain SCADA Services.

3. The **SERVICE PROVIDER** is willing to provide such services.

ACCORDINGLY, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. This Agreement is to be become effective upon execution by both parties. The initial term shall be for **ONE** (1) year(s). Additionally, the parties agree that this Agreement may be renewed beyond the initial term, up to **Three** (3) additional one-year periods upon mutual agreement in writing. Either party may elect to terminate the Agreement by giving written notice prior to **FIFTEEN DAYS (15).**

SECTION 3. DESCRIPTION OF SERVICES. SERVICE PROVIDER agrees to perform **SCADA Services** as specified in **Exhibit A** attached to and incorporated into this agreement.

SECTION 4. CHANGES IN THE SCOPE OF WORK.

4.1 NEW SMYRNA BEACH UTILITIES may make changes in the services at any time by giving written notice to **SERVICE PROVIDER**. If such changes increase, decrease or eliminate any amount of work, **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** will negotiate any change in total cost or schedule modifications.

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If **NEW SMYRNA BEACH UTILITIES** approves, **NEW SMYRNA BEACH UTILITIES** shall amend the Scope of Services to reflect the modifications; and **SERVICE PROVIDER** shall be compensated for said services in accordance with the terms of Section 5 herein. All change orders shall be in writing and executed by both **NEW SMYRNA BEACH UTILITIES** designated representative and the **SERVICE PROVIDER**.

4.2 All of **NEW SMYRNA BEACH UTILITIES** said Scope of Services and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

SECTION 5. SCHEDULE AND PERIOD OF PERFORMANCE.

5.1 **SERVICE PROVIDER** shall perform its services in conformance with the agreed upon schedule. **SERVICE PROVIDER** shall complete all of said services in a timely manner and will keep **NEW SMYRNA BEACH UTILITIES** apprised of the status of work on a monthly basis. Should **SERVICE PROVIDER** fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to **SERVICE PROVIDER** without **NEW SMYRNA BEACH UTILITIES** prior written consent, except as provided in Sections 4.1 and 22.1 herein.

SECTION 6. COMPENSATION FOR SERVICES. **NEW SMYRNA BEACH UTILITIES** agrees to compensate **SERVICE PROVIDER** for services properly performed at the rates of:

New Smyrna Beach UTILITIES

ITEM	DESCRIPTION	QTY	UOM	Hourly Price or Percentage
1	Senior Programmer	1	$/hr.	$ 150.00
2	Senior Technician	1	$/hr.	$ 125.00
3	I&C Startup and Calibration Technician	1	$/hr.	$ 100.00
4	Clerical and Administrative	1	$/hr.	$ 50.00
5	Materials and Equipment	1	Cost plus ____%	25%
6	Shipping	1	Cost plus ____%	10%

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SECTION 7. PAYMENT; INVOICES.

7.1 Invoices for **SERVICE PROVIDER'S** services shall be submitted to the **NEW SMYRNA BEACH UTILITIES** at monthly intervals for services rendered during the previous period. Each invoice shall delineate the period in which the services were rendered; shall include a summary of the progress to date as a percentage of the major phases of the work. Each invoice shall be certified as correct by a duly authorized representative of **SERVICE PROVIDER**. The bill[s] shall identify the services completed and the amount charged.

7.2 **NEW SMYRNA BEACH UTILITIES** or its authorized representative shall have the right, at all reasonable times, at its own expense, to inspect and audit the books and records of **SERVICE PROVIDER** insofar as they pertain to the direct charges payable by **NEW SMYRNA BEACH UTILITIES** under this Agreement and such audit is performed within three (3) years after the expiration of this Agreement. The composition of fixed rates will not be subject to audit.

7.3 All invoices shall be due and payable thirty (30) days from receipt thereof by **NEW SMYRNA BEACH UTILITIES**, subject to **NEW SMYRNA BEACH UTILITIES** right to contest, in good faith, all or any part of the charges set forth therein. Payment of invoices shall not be unreasonably withheld by **NEW SMYRNA BEACH UTILITIES**, but the **NEW SMYRNA BEACH UTILITIES** reserves the right to reject any statement which fails to adequately describe the services rendered by **SERVICE PROVIDER.** Upon written notice to **SERVICE PROVIDER**, payment may be withheld, in whole or in part, for **SERVICE PROVIDER'S** failure to comply with a term, condition or requirement of this Agreement. **SERVICE PROVIDER** will help effect resolution and transmit a revised invoice as necessary. Thereafter, the withheld amount(s) shall be paid upon **SERVICE PROVIDER'S** satisfactory demonstration of compliance to the **NEW SMYRNA BEACH UTILITIES**. Amounts not questioned by **NEW SMYRNA BEACH UTILITIES** shall be promptly paid to **SERVICE PROVIDER** in accordance with the above payment procedures.

SECTION 8. RIGHT TO INSPECTION.

NEW SMYRNA BEACH UTILITIES or its affiliates shall at all times have the right to review or observe the services performed by **SERVICE PROVIDER**. No inspection, review, or observation shall relieve **SERVICE PROVIDER** of its responsibility under this Agreement.

SECTION 9. WARRANTY AND ACCEPTANCE.

The SERVICE PROVIDER agrees that all material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by the **NEW SMYRNA BEACH UTILITIES**. **SERVICE PROVIDER** guarantees its work hereunder for a period of 12 months after completion and acceptance of the work unless otherwise set forth herein. In the event **NEW SMYRNA BEACH UTILITIES** discovers defects in material or workmanship at any time before the expiration of the specified warranty period, **SERVICE PROVIDER** shall, upon written notice from the **NEW SMYRNA BEACH UTILITIES**, repair or replace at its sole

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expense any such defects. The **NEW SMYRNA BEACH UTILITIES** may perform such repairs or replacements by other reasonable means and **SERVICE PROVIDER** agrees to pay for such corrective measures. Neither acceptance of the work by the **NEW SMYRNA BEACH UTILITIES** nor payment shall relieve **SERVICE PROVIDER** from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

SECTION 10. SAFETY. To the extent the **NEW SMYRNA BEACH UTILITIES** safety standards do not violate other County, State or Federal standards, **SERVICE PROVIDER** agrees to comply with **NEW SMYRNA BEACH UTILITIES** safety standards while on the property of the **NEW SMYRNA BEACH UTILITIES**. **SERVICE PROVIDER** shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

SECTION 11. INSURANCE.

11.1 SERVICE PROVIDER shall maintain in force during the term of this Agreement, at its own expense, public liability insurance and other insurance coverage as set forth in Exhibit "B" which is hereby made a part of this Agreement.

11.2 SERVICE PROVIDER and **NEW SMYRNA BEACH UTILITIES** waive all rights against each other and their respective directors, officers, partners, New Smyrna Beach Utilities, officials, agents, subcontractors, SERVICE PROVIDERs, and employees for damages covered by any type of property insurance during and after the completion of the services. A similar provision shall be incorporated into all construction contractual arrangements entered into by **NEW SMYRNA BEACH UTILITIES** and shall protect **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** to the same extent. All project contractors shall be required to include **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** as additional insureds on their general liability insurance policies.

SECTION 12. STANDARDS OF CONDUCT; COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

12.1 The **SERVICE PROVIDER** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, New Smyrna Beach Utilities, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

12.2 The **SERVICE PROVIDER** covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

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12.3 The **SERVICE PROVIDER** agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to services performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The **SERVICE PROVIDER** agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.

12.4 The **SERVICE PROVIDER** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.5 The **SERVICE PROVIDER** warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, New Smyrna Beach Utilities, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

12.6 **SERVICE PROVIDER** is subject to the provisions of Section 287.133(2)(a), Florida Statutes, on Public Entity Crimes.

SECTION 13. SERVICE PROVIDER'S REPRESENTATIONS. On behalf of its employees, agents, servants and contractors, SERVICE PROVIDER represents and warrants to the **NEW SMYRNA BEACH UTILITIES** each of the following:

13.1 **SERVICE PROVIDER** represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound consulting practices and procedures; and shall conform to the professional standards of care, skill, and diligence appropriate to the nature of the services rendered.

13.2 **SERVICE PROVIDER** represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

13.3 **SERVICE PROVIDER** represents that if **SERVICE PROVIDER**, through its negligent acts, errors, or omissions, causes any injury to **NEW SMYRNA BEACH UTILITIES** or causes any physical damage to, or destruction of, any of **NEW SMYRNA BEACH UTILITIES** property during the term of this Agreement, it shall be liable for said injuries and/or damages, including reasonable attorney fees and costs incurred as a result therefrom.

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13.4 SERVICE PROVIDER represents that none of SERVICE PROVIDER's principals or the immediate family of SERVICE PROVIDER's principals has a compensation arrangement of any kind with City. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.

13.5 SERVICE PROVIDER represents that it is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.

13.6 SERVICE PROVIDER represents that it and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

13.7 Should **SERVICE PROVIDER** breach the representations set forth above, **NEW SMYRNA BEACH UTILITIES** shall have such remedies as are set forth in this Agreement. To the extent an applicable remedy is not provided herein, both Parties shall have all such remedies as allowed under the laws of the State of Florida. Additionally, without limiting the generality of the foregoing, if prior to the expiration of two (2) years from the date **SERVICE PROVIDER** completes its services hereunder, **SERVICE PROVIDER'S** services are negligent or erroneous and **NEW SMYRNA BEACH UTILITIES** notifies **SERVICE PROVIDER** in writing that a negligent error or omission has been discovered in **SERVICE PROVIDER'S** services, **SERVICE PROVIDER** shall correctly perform such negligent services at no additional cost to **NEW SMYRNA BEACH UTILITIES** and within a reasonable time period.

SECTION 14. GUARANTEE AGAINST INFRINGEMENT. SERVICE PROVIDER guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. **SERVICE PROVIDER** shall indemnify, hold harmless, and defend **NEW SMYRNA BEACH UTILITIES**, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement.

SECTION 15. INDEMNIFICATION. SERVICE PROVIDER shall defend. indemnify, and hold harmless the **NEW SMYRNA BEACH UTILITIES**, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with **SERVICE PROVIDER'S** negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the **SERVICE PROVIDER** and third parties made pursuant to this Agreement. **SERVICE**

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PROVIDER shall reimburse the **NEW SMYRNA BEACH UTILITIES** for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with **SERVICE PROVIDER'S** performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. Ten dollars ($10) of the payments made by the **NEW SMYRNA BEACH UTILITIES** constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the **SERVICE PROVIDER**.

SECTION 16. AUDIT; PUBLIC RECORDS RETENTION; DOCUMENTS; OWNERSHIP.

16.1 Upon **NEW SMYRNA BEACH UTILITIES** or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, **SERVICE PROVIDER** shall provide **NEW SMYRNA BEACH UTILITIES** or its designated Project Leader with a copy of all documents prepared by **SERVICE PROVIDER** under this Agreement. Documents shall be original and PDF versions.

16.2 The parties acknowledge that the **NEW SMYRNA BEACH UTILITIES** is a part of the government of the City of New Smyrna Beach, Florida, and subject to the Florida Public Records Law. **SERVICE PROVIDER** has been advised the **NEW SMYRNA BEACH UTILITIES** that all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. SERVICE PROVIDER agrees to comply with all **NEW SMYRNA BEACH UTILITIES** policies and procedures in observing the requirement of said laws. **SERVICE PROVIDER** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the **SERVICE PROVIDER** in conjunction with this **AGREEMENT**. Specifically, the **SERVICE PROVIDER** must:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the **NEW SMYRNA BEACH UTILITIES** in order to perform the services being performed by the **SERVICE PROVIDER**.

(2) Provide the public with access to public records on the same terms and conditions that the **NEW SMYRNA BEACH UTILITIES** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the **NEW SMYRNA BEACH UTILITIES** all public records in possession of the **SERVICE PROVIDER** upon termination of the **AGREEMENT** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **NEW SMYRNA BEACH UTILITIES** in a format that is compatible with the information technology systems of the **NEW SMYRNA BEACH UTILITIES**.

The **SERVICE PROVIDER** shall promptly provide the **NEW SMYRNA BEACH UTILITIES** with a copy of any request to inspect or copy public records in possession of the **SERVICE PROVIDER** and shall promptly provide the **NEW SMYRNA BEACH UTILITIES** a copy of the **SERVICE PROVIDER'S** response to each such request. Failure to grant such public access will be grounds for immediate termination of this **AGREEMENT** by the **NEW SMYRNA BEACH UTILITIES**.

16.3 **NEW SMYRNA BEACH UTILITIES** shall have the right to audit the books, records and accounts of **SERVICE PROVIDER** that are related to the performance of Services pursuant to this Agreement. **SERVICE PROVIDER** shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. **SERVICE PROVIDER** shall preserve and make available, at reasonable times for examination and audit by **NEW SMYRNA BEACH UTILITIES**, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings If the Florida Public Records Act is determined by **NEW SMYRNA BEACH UTILITIES** to be applicable to **SERVICE PROVIDER'S** records, **SERVICE PROVIDER** shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by **SERVICE PROVIDER**. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for **NEW SMYRNA BEACH UTILITIES** disallowance and/or recovery of any payment upon such entry. The **SERVICE PROVIDER** shall retain all records relating to this Agreement for five years after the **NEW SMYRNA BEACH UTILITIES** makes final payment and all other pending matters are closed.

16.4 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of **NEW SMYRNA BEACH UTILITIES**. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by **SERVICE PROVIDER**, whether finished or unfinished, shall become the property of **NEW SMYRNA**

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BEACH UTILITIES and shall be delivered by **SERVICE PROVIDER** to the **NEW SMYRNA BEACH UTILITIES** within seven (7) days of termination of this Agreement by either party. Any compensation due to **SERVICE PROVIDER** may be withheld until all documents are received as provided herein.

SECTION 17. ASSIGNMENT

17.1 **SERVICE PROVIDER** shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of **NEW SMYRNA BEACH UTILITIES**. All requirements to be observed by the **SERVICE PROVIDER** shall be observed by all subcontractors.

17.2 If upon receiving written approval from **NEW SMYRNA BEACH UTILITIES**, any part of this Agreement is subcontracted by **SERVICE PROVIDER**, **SERVICE PROVIDER** shall be fully responsible to **NEW SMYRNA BEACH UTILITIES** for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3 If **NEW SMYRNA BEACH UTILITIES** determines that any subcontractor is not performing in accordance with this Agreement, **NEW SMYRNA BEACH UTILITIES** shall so notify **SERVICE PROVIDER** who shall take immediate steps to cancel the subcontract, or correct the deficiency. **NEW SMYRNA BEACH UTILITIES** shall also be given permission to communicate directly to the subcontractor, which communication shall not constitute interference with contractor/subcontractor relationship, provided that **NEW SMYRNA BEACH UTILITIES** notifies **SERVICE PROVIDER** in writing of said communication.

New Smyrna Beach

17.4 If any part of this Agreement is subcontracted by **SERVICE PROVIDER** prior to commencement of any work by the subcontractor, **SERVICE PROVIDER** shall require the subcontractor to provide **NEW SMYRNA BEACH UTILITIES** with insurance coverage as set forth by Section 11 and Exhibit "B".

SECTION 18. INDEPENDENT CONTRACTOR.

The parties intend that an independent contractor relationship will be created by this Agreement. It is understood that **NEW SMYRNA BEACH UTILITIES** does not agree to use **SERVICE PROVIDER** exclusively. It is further understood that **SERVICE PROVIDER** is free to contract for similar services to be performed for others while under contract with **NEW SMYRNA BEACH UTILITIES**. The parties expressly acknowledge that **SERVICE PROVIDER** is an independent SERVICE PROVIDER, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow **NEW SMYRNA BEACH UTILITIES**, or its agents, representative, or employees, to exercise control or direction over the manner or method by which SERVICE PROVIDER performs any services which are the subject of this Agreement.

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SECTION 19. AUTHORIZATION. **SERVICE PROVIDER** shall not, without authorization first being given by **NEW SMYRNA BEACH UTILITIES**: a) Use or pledge money or credit of the **NEW SMYRNA BEACH UTILITIES**, except in the usual and regular course of business and on account of or for the benefit of the **NEW SMYRNA BEACH UTILITIES**; b) Release or discharge any debt due to **NEW SMYRNA BEACH UTILITIES** without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the **NEW SMYRNA BEACH UTILITIES** property; or d) Cause **NEW SMYRNA BEACH UTILITIES** to become a guarantor, surety, or endorser, or give any note which obligates the **NEW SMYRNA BEACH UTILITIES**.

SECTION 20. TAXES. **SERVICE PROVIDER** shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to **SERVICE PROVIDER'S** performance of this Agreement.

SECTION 21. DEFAULT. If, during the term of this Agreement, **SERVICE PROVIDER** shall be in default of any provision of this Agreement, **NEW SMYRNA BEACH UTILITIES** may suspend its payment or performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until **NEW SMYRNA BEACH UTILITIES** gives notice of the default to **SERVICE PROVIDER** with at least ten (10) days to cure such default.

SECTION 22. TERMINATION. Notwithstanding any other provision of this Agreement, **NEW SMYRNA BEACH UTILITIES** may, upon fifteen (15) days written notice to **SERVICE PROVIDER**, terminate this Agreement if: (a) **SERVICE PROVIDER** is adjudged to be bankrupt; (b) **SERVICE PROVIDER** makes a general assignment for the benefit of its creditors; (c) **SERVICE PROVIDER** fails to comply with any of the conditions or provisions of this Agreement; or (d) **SERVICE PROVIDER** is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy **NEW SMYRNA BEACH UTILITIES** may have under this Agreement; or (e) when deemed by the **NEW SMYRNA BEACH UTILITIES** (in its sole discretion) is in the best interest of the **NEW SMYRNA BEACH UTILITIES**. In the event of such termination, **NEW SMYRNA BEACH UTILITIES** shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

SECTION 23. FORCE MAJEURE. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown or damage to **NEW SMYRNA BEACH UTILITIES** generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

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SECTION 24. NOTICE. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For SERVICE PROVIDER:
Process Control Services
Attention: Wade Mathis
1205 Pinewood Lane
Ocoee, FL 34761
(407) 252-5033

For NEW SMYRNA BEACH UTILITIES:

New Smyrna Beach Utilities
Attention : Procurement Manager
P.O. Box 100
New Smyrna Beach, FL 32170-0100
(386) 424-3046

SECTION 25. GOVERNING LAW. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida.

SECTION 26. SEVERABILITY. In the event any portion of part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

SECTION 27. WAIVER AND ELECTION OF REMEDIES.

27.1 Waiver by **NEW SMYRNA BEACH UTILITIES** of any term, condition, or provision of this Agreement shall not be considered a waiver of any term, condition, or provision in the future.

27.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

27.3 Notwithstanding any other provision of this Agreement, the provisions of Sections 13, 14 and 15 shall survive the termination or expiration of this Agreement.

SECTION 28. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER**.

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SECTION 29. LIMITATION OF LIABILITY. To the fullest extent permitted by law, **SERVICE PROVIDER'S** total liability for any and all claims, losses, damages and expenses resulting in any way from this Agreement shall not exceed the total compensation received by **SERVICE PROVIDER** under the applicable Scope of Services notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the **SERVICE PROVIDER** and shall extend to its officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.

SECTION 30. CONSEQUENTIAL DAMAGES. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, **NEW SMYRNA BEACH UTILITIES** shall not be liable to **SERVICE PROVIDER** for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; and increased operating costs.

SECTION 31. ENTIRE AGREEMENT. This Agreement, including Exhibits "A" and "B" constitutes the entire agreement between **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

SECTION 32. JOINT PREPARATION. Preparation of this Agreement has been a joint effort of **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA
a political subdivision of the State of Florida

DocuSigned by:
By: Efren Chavez
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Efren Chavez
Director of Finance/CFO

DocuSigned by:
ATTEST: Lauren Wright
A60274B8F3CD47A...
By: Lauren Wright

DocuSigned by:
Thomas West
Director of Department

SERVICE PROVIDER:
Process Control Services

By: Wade Mott
Its: President

ATTEST: [signature]
Its: Manager

(CORPORATE SEAL)

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NEW SMYRNA BEACH UTILITIES
New Smyrna Beach, Florida
Request for Quotation
23-656

EXHIBIT A

SCOPE OF WORK

The **NEW SMYRNA BEACH UTILITIES** is seeking a quote from a qualified Scada vendor. We are looking for help to test, maintain, repair, calibrate and program SCADA Systems and ancillary control components at all of our NSBU facilities. We currently operate on VT Scada software, and the majority of our PLC controllers are Allen Bradley.

Please provide pricing for the following categories

Senior Programmer / hourly rate
Senior Technician / hourly rate
I&C Startup and Calibration Technician / hourly rate
Clerical and Administrative / hourly rate

Materials and Equipment / Cost plus %

New Smyrna Beach UTILITIES

EXHIBIT "B": INSURANCE REQUIREMENTS

I. INSURANCE: Except as otherwise specified in this contract, the **SERVICE PROVIDER** and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to the **NEW SMYRNA BEACH UTILITIES**. It shall be the responsibility of the **SERVICE PROVIDER** and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the **SERVICE PROVIDER** and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The **SERVICE PROVIDER** and its subcontractors shall furnish to the **NEW SMYRNA BEACH UTILITIES** such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the **NEW SMYRNA BEACH UTILITIES** as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the **NEW SMYRNA BEACH UTILITIES** and that the carrier should have no less rating than A - X by A.M. Best and Company. **NEW**

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SMYRNA BEACH UTILITIES reserves the right to accept or decline carrier providing coverage.

II. CERTIFICATES OF INSURANCE: At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the **SERVICE PROVIDER** and its subcontractors shall furnish the **NEW SMYRNA BEACH UTILITIES** with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the **NEW SMYRNA BEACH UTILITIES** in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the **SERVICE PROVIDER** shall immediately provide written notice to the **NEW SMYRNA BEACH UTILITIES** upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for **SERVICE PROVIDER** and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the **NEW SMYRNA BEACH UTILITIES** office, ATTN: Procurement Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

III. ADDITIONAL INSUREDS: All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the **SERVICE PROVIDER**, the **NEW SMYRNA BEACH UTILITIES** and its New Smyrna Beach Utilities, officials, directors, officers, agents, and employees as Additional Insured's with respect to the activities of the **SERVICE PROVIDER** and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

IV. WAIVER OF SUBROGATION: The **SERVICE PROVIDER** and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the **NEW SMYRNA BEACH UTILITIES**, its New Smyrna Beach Utilities, officials, directors, officers, agents, and employees.

V. COMPREHENSIVE GENERAL LIABILITY: This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims arising from bodily injury, sickness, disease, or death of any person other than the **SERVICE PROVIDER's** employees or damage to property of the **NEW SMYRNA BEACH UTILITIES** or others arising out of the act or omission of the **SERVICE PROVIDER** or its subcontractors or

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their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the **SERVICE PROVIDER** and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VI. COMPREHENSIVE AUTOMOBILE LIABILITY: This insurance shall be written in the comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VII. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY: The insurance shall protect the **SERVICE PROVIDER** and its subcontractors against all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers' Compensation: Statutory

Employers' Liability: $100,000 each accident;
$500,000 disease policy limit;
and
$100,000 disease, each employee.

VIII. PROFESSIONAL LIABILITY: Professional Liability insurance shall be provided in an amount of $100,000.

New Smyrna Beach
• • • UTILITIES • • •

June 13, 2024
Process Control Services
1205 Pinewood Lane
Ocoee, Fl. 34761

To whom it may concern:

In RFQ No. 23-656, for SCADA Services, New Smyrna Beach Utilities reserved the right to extend the contract for (3) additional (1) one-year periods, upon mutual agreement in writing.

New Smyrna Beach Utilities would like to extend the contract for the first of three annual renewals, based on the terms and conditions of the original agreement. If you agree with the contract extension (7/31/24 to 8/1/25), please indicate on the line below and return it to me.

If a price adjustment (+/-) is warranted, please include price change documentation and return with this letter.

Description	UOM	Current Price	Renewal Price
Senior Programmer	HR	$150.00	$ 150.00
Senior Technician	HR	$ 125.00	$ 125.00
I & C Start Up and Calibration Technician	HR	$ 100.00	$ 100.00
Clerical and Administrative	HR	$50.00	$ 50.00
Materials and Equipment	Cost Plus	25%	25%
Shipping	Cost Plus	10%	10%

Respectfully,
Erin Anderson
Purchasing Agent
New Smyrna Beach Utilities
386-424-3170
eanderson@nsbufl.com

New Smyrna Beach
• • • UTILITIES • • •

Acceptance by the undersigned to extend the contract for the first additional year per RFQ 23-656.

Process Control Services LLC
Company Name

Wade Mathis 6-27-24
Signature/Date

Wade Mathis President
Print Name/Title

New Smyrna Beach
• • • UTILITIES • • •

May 30, 2025
Process Control Services
1205 Pinewood Lane
Ocoee, Fl. 34761

To whom it may concern:

In RFQ No. 23-656, for SCADA Services, New Smyrna Beach Utilities reserved the right to extend the contract for (3) additional (1) one-year periods, upon mutual agreement in writing.

New Smyrna Beach Utilities would like to extend the contract for the 2nd of three annual renewals, based on the terms and conditions of the original agreement. If you agree with the contract extension (7/31/25 to 8/1/26), please indicate on the line below and return it to me.

If a price adjustment (+/-) is warranted, please include price change documentation and return with this letter.

Description	UOM	Current Price	Renewal Price
Senior Programmer	HR	$150.00	$ 150.00
Senior Technician	HR	$ 125.00	$ 125.00
I & C Start Up and Calibration Technician	HR	$ 100.00	$ 100.00
Clerical and Administrative	HR	$50.00	$ 50.00
Materials and Equipment	Cost Plus	25%	25%
Shipping	Cost Plus	10%	10%

Respectfully,
Erin Anderson
Purchasing Agent
New Smyrna Beach Utilities
386-424-3170
eanderson@nsbufl.com

New Smyrna Beach
• • • UTILITIES • • •

Acceptance by the undersigned to extend the contract for the first additional year per RFQ 23-656.

Process Control Services LLC
Company Name

Wade Mathis 6-5-25
Signature/Date

Wade Mathis President
Print Name/Title

Exhibit 2
New Smyrna Beach Utilities'
Solicitation RFQ 23-656

New Smyrna Beach Utilities
Request for Quotation
23-656

WE HEREBY INVITE YOUR COMPANY TO SUBMIT A FORMAL QUOTATION FOR THE SCADA SERVICES ANNUAL CONTRACT FOR NEW SMYRNA BEACH UTILITIES, PER THE ATTACHED SPECIFICATIONS.

SUBMIT COPIES OF YOUR QUOTES BY **MAIL, E-MAIL OR HAND DELIVERING TO:**

New Smyrna Beach Utilities
Attn: Lauren Wright
Purchasing Agent
(386) 424-3016
lwright@nsbufl.com

MAILING ADDRESS:
1151 Field Street
New Smyrna Beach, FL 32168

WALK IN DELIVERY ADDRESS
1151 Field Street
New Smyrna Beach, FL 32168

New Smyrna Beach
UTILITIES

QUOTATIONS DUE PRIOR TO: Thursday July 20, 2023, 2:30 P.M

New Smyrna Beach Utilities
Request for Quotation
23-656

SCHEDULE

Distribution of the Request for Quotation	June 21, 2023
Final Questions due prior to	July 5, 2023
RFQ Return Deadline by 2:30PM Location: NSBU Purchasing Dept. 1151 Field St. New Smyrna Beach FL, 32168	July 20, 2023

New Smyrna Beach
• • • UTILITIES • • •

New Smyrna Beach Utilities
Request for Quotation
23-656

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New Smyrna Beach
• • • UTILITIES • • •

New Smyrna Beach Utilities
Request for Quotation
23-656

GENERAL INSTRUCTIONS AND CONDITIONS

1. The term **NEW SMYRNA BEACH UTILITIES** used herein refers to the New Smyrna Beach Utilities, or its duly authorized representative.

2. The term **VENDOR** used herein refers to the dealer/manufacturer or business organization submitting a bid to the **NEW SMYRNA BEACH UTILITIES** in response to this solicitation.

3. **VENDORS** are expected to examine, when applicable, the drawings, specifications, delivery requirements, performance sites and all instructions to satisfy themselves of conditions affecting cost of performing this contract.

4. No material, labor or facilities will be furnished by the **NEW SMYRNA BEACH UTILITIES** unless specifically stated.

5. The **VENDOR** hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.

6. The **VENDOR** warrants that the prices of the items set forth herein do not exceed the prices charged by the **BIDDER** under a contract with the State of Florida.

7. The **VENDOR** agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the **BIDDER** gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the **NEW SMYRNA BEACH UTILITIES** by any other provision of this award.

8. A duly authorized representative of the **NEW SMYRNA BEACH UTILITIES** will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.

9. All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.

10. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Bidders are expected to examine specifications, delivery schedule, extensions, and all terms and conditions in the bid documents. Bids having erasures or corrections must be initialed in ink by the Bidder. In the event of an extension error(s), the unit price will prevail. Written amounts shall take precedence over numerical amounts.

11. **Public Entity Crimes:** UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, 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.

12. Quotes shall be **addressed and mailed or delivered as specified on page 1.**

13. **New Smyrna Beach Utilities** reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

14. Failure of the contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Authority or failure to make replacements of rejected articles as directed, shall permit the Purchasing

Authority to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases, the contractor shall reimburse **New Smyrna Beach Utilities**, within a reasonable time specified by the Purchasing Authority, for any expenses incurred in excess of the defaulted price. Payments due the contractor by **New Smyrna Beach Utilities** may be withheld until reimbursement is received.

15. When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be at not charge to the New Smyrna Beach Utilities. **NEW SMYRNA BEACH UTILITIES** reserves the right to determine if bid goods are equivalent to specified goods.

16. Awards shall be made as required for the best interest of the **New Smyrna Beach Utilities**. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.

17. **INDEPENDENT CONTRACTORS**: Contractor is an independent contractor, and all persons employed by Contractor in connection herewith shall be its employees and not employees of New Smyrna Beach Utilities in any respect.

18. **INSURANCE:** Except as otherwise specified in this contract, the **SERVICE PROVIDER** and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to **NEW SMYRNA BEACH UTILITIES**. It shall be the responsibility of the **SERVICE PROVIDER** and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the **SERVICE PROVIDER** and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

Coverage	Minimum Amounts and Limits	
(a) Worker's Compensation	Statutory requirements at location of work	
Employer's Liability	$ 100,000	Each occurrence
	$ 500,000	Disease, aggregate
	$ 100,000	Disease, each employee
(b) General Liability	$1,000,000	General Aggregate
	$1,000,000	Products – Comp Ops Agg
	$ 500,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expense
(c) Automobile Liability (owned, hired and non-owned)	$1,000,000	Combined Single Limit
Option of Split Limits:		
(1.) Bodily Injury	$ 500,000	Per Person
	$1,000,000	Per Accident
(2.) Property Damage	$ 500,000	

The **SERVICE PROVIDER** and its subcontractors shall furnish to the **NEW SMYRNA BEACH UTILITIES** such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the **NEW SMYRNA BEACH UTILITIES** as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the **NEW SMYRNA BEACH UTILITIES** and that the carrier should

have no less rating than A - X by A.M. Best and Company. **NEW SMYRNA BEACH UTILITIES** reserves the right to accept or decline carrier providing coverage.

a. **CERTIFICATES OF INSURANCE:** At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the **SERVICE PROVIDER** and its subcontractors shall furnish **NEW SMYRNA BEACH UTILITIES** with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the **NEW SMYRNA BEACH UTILITIES** in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the **SERVICE PROVIDER** shall immediately provide written notice to **NEW SMYRNA BEACH UTILITIES** upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for **SERVICE PROVIDER** and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to **NEW SMYRNA BEACH UTILITIES** office, ATTN: Procurement Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

b. **ADDITIONAL INSUREDS:** All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the **SERVICE PROVIDER, NEW SMYRNA BEACH UTILITIES** and its officials, directors, officers, agents, and employees as Additional Insured's with respect to the activities of the **SERVICE PROVIDER** and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

c. **WAIVER OF SUBROGATION:** The **SERVICE PROVIDER** and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the **NEW SMYRNA BEACH UTILITIES**, its officials, directors, officers, agents, and employees.

d. **COMPREHENSIVE GENERAL LIABILITY:** This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims arising from bodily injury, sickness, disease, or death of any person other than the **SERVICE PROVIDER's** employees or damage to property of **NEW SMYRNA BEACH UTILITIES** or others arising out of the act or omission of the **SERVICE PROVIDER** or its subcontractors or their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the **SERVICE PROVIDER** and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

e. **COMPREHENSIVE AUTOMOBILE LIABILITY:** This insurance shall be written in the comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

f. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:** The insurance shall protect the **SERVICE PROVIDER** and its subcontractors against all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason,

may not fall within the provisions of workers' compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers' Compensation: Statutory

Employers' Liability: $100,000 each accident;
$500,000 disease policy limit;
and
$100,000 disease, each employee.

g. **PROFESSIONAL LIABILITY:** Professional Liability insurance shall be provided in an amount of $100,000.

19. **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY:**

The provisions of Florida Statute 768.28 applicable to the New Smyrna Beach Utilities apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of New Smyrna Beach Utilities acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of New Smyrna Beach Utilities acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

New Smyrna Beach Utilities shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the New Smyrna Beach Utilities, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of New Smyrna Beach Utilities .

Provided, however, if the contract between the New Smyrna Beach Utilities and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the New Smyrna Beach Utilities, shall be limited to an obligation to indemnify or hold harmless the New Smyrna Beach Utilities, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

20. **WARRANTY AND ACCEPTANCE:** All material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by New Smyrna Beach Utilities. Contractor guarantees its work hereunder for a period of 12 months after completion and acceptance of the work unless otherwise set forth herein. In the event New Smyrna Beach Utilities discovers defects in material or workmanship at any time before the expiration of the specified warranty period, Contractor shall, upon written notice from New Smyrna Beach Utilities, repair or replace at its sole expense any such defects. New Smyrna Beach Utilities may perform such repairs or replacements by other reasonable means and Contractor agrees to pay for such corrective measures. Neither acceptance of the work by New Smyrna Beach Utilities nor payment shall relieve Contractor from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

21. **LAWS, REGULATIONS, PERMITS AND TAXES:** Contractor shall comply with New Smyrna Beach Utilities jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract.

22. **WORK RULES, SECURITY:** For work performed on New Smyrna Beach Utilities premises, Contractor shall strictly observe New Smyrna Beach Utilities work rules and security requirements. All work shall be carried out during normal New Smyrna Beach Utilities working hours unless specifically agreed to in writing by New Smyrna Beach Utilities. Contractor shall, at New Smyrna Beach Utilities request remove from site any employee whom New Smyrna Beach Utilities deems to be incompetent, dishonest or uncooperative.

23. **CHANGES:** New Smyrna Beach Utilities may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such change causes an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.

24. **RELEASE AGAINST LIENS OR CLAIMS:** Contractor shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the work hereunder. New Smyrna Beach Utilities may require Contractor to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any such unpaid claim, New Smyrna Beach Utilities may withhold any payment until Contractor has furnished such evidence of payment and release.

25. **ASSIGNMENT:** Any assignment by Contractor of this Contract or of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of New Smyrna Beach Utilities shall be voided.

26. **SAFETY AND FIRE PREVENTION:** Contractor shall at all times conduct all operations under the Contract in a manner to avoid risks of bodily harm to persons, damage to any property and fire. Contractor shall be responsible to take all precautions necessary and continuously inspect all work, materials and equipment to discover, determine and correct any such conditions which may result in any of the aforementioned risks.

27. **SUSPENSION OF WORK AND TERMINATION**

New Smyrna Beach Utilities May Suspend Work - The New Smyrna Beach Utilities may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor. The Project Manager shall fix the date on which Work shall be resumed and the Contractor will resume the Work on the date so fixed. The Contractor will be allowed an extension of the Contract Time or both, if directly attributable to any suspension. However, no change to the contract price will be allowed on claims for suspended work or delays, whatever the course or reason. Also, during any period of suspension, the Contractor shall take all available measures to mitigate costs such as taking on new work, reassigning resources to other contracts, etc.

New Smyrna Beach Utilities May Terminate for Cause - If the Contractor is adjudged bankrupt or insolvent; if he makes a general assignment for the benefit of his creditors without New Smyrna Beach Utilities approval; if a trustee or receiver is appointed for the Contractor or for any of his property; if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if he fails to prosecute and complete the Work in accordance with the established Project Schedule or within the Contract Time allowed; if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; if he repeatedly fails to make prompt payment to subcontractors for labor, materials or equipment; if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; if he disregards the authority of the Project Manager; or if he otherwise substantially violates any provisions of the Contract Documents, then the New Smyrna Beach Utilities may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Work and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and assign the completion of the Work to the Surety, or finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If

the unpaid balance of the Contract Amount exceeds the direct and indirect cost of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such cost exceeds such unpaid balance, the Contractor will pay the difference to New Smyrna Beach Utilities. Such cost incurred by New Smyrna Beach Utilities will be determined by New Smyrna Beach Utilities and incorporated in a Change Order.

Where the Contractor's services have been so terminated by New Smyrna Beach Utilities, said termination shall not affect any rights of the New Smyrna Beach Utilities against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by New Smyrna Beach Utilities due the Contractor will not release the Contractor from liability.

Upon Termination for Cause, the Contractor shall not be entitled to payment for any anticipated supplemental costs, administrative expenses and/or profit for uncompleted Work.
If after notice of termination of the services of the Contractor for cause, it is determined that the Contractor was not in default, the termination shall be deemed to have been for the convenience of New Smyrna Beach Utilities. In such event the Contractor may recover from New Smyrna Beach Utilities payment for Work completed and reasonable termination costs as provided in the following paragraph.

Termination for Convenience: Upon seven (7) days written notice to the Contractor and the Surety, or sooner if reasonable under the circumstances, the New Smyrna Beach Utilities may, without cause and without prejudice to any other right or remedy, elect to terminate any part of the Work, or the Contract in whole or in part, as the New Smyrna Beach Utilities may deem appropriate. In any termination for convenience, the Contractor shall be paid for Work completed by the Contractor and subcontractors at the time of termination provided, however, that the payment to the Contractor will exclude any and all anticipated supplemental costs, administrative expenses and profit for uncompleted Work. Upon termination for convenience, New Smyrna Beach Utilities shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and suppliers which the New Smyrna Beach Utilities selects, and prosecute the Work to completion by contract or as the New Smyrna Beach Utilities may deem expedient.

28. **MAINTENANCE OF RECORDS**
The Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of final payment on this Contract. New Smyrna Beach Utilities and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the New Smyrna Beach Utilities deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. New Smyrna Beach Utilities during the period of time defined by the preceding sentence shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

29. **Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials**

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the New Smyrna Beach Utilities who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

30. **Employee Conflict of Interest**- It shall be unethical for any New Smyrna Beach Utilities employee to participate directly or indirectly in a procurement contract when the New Smyrna Beach Utilities employee knows that:

(1) The New Smyrna Beach Utilities employee or any member of a New Smyrna Beach Utilities employee's immediate family has a financial interest in the procurement contract; or

(2) any other person, business, or organization with whom the New Smyrna Beach Utilities employee or any member of a New Smyrna Beach Utilities employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

A New Smyrna Beach Utilities employee or any member of a New Smyrna Beach Utilities employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

31. **Gratuities and Kickbacks**.

(1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any New Smyrna Beach Utilities employee or former New Smyrna Beach Utilities employee, or for any New Smyrna Beach Utilities employee or former New Smyrna Beach Utilities employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity Utilities
The New Smyrna Beach Utilities in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

32. E-VERIFY:

By [registering as a vendor, submitting a response to this solicitation, entering into a Contract], you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your [registration as a vendor/response to this solicitation/entering into a contract] you affirm and represent that you are registered with the E-Verify system are using same, and will continue to use same as required by Section 448.095, F.S. Compliance with Section 448.095includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination [as a vendor, disqualifying you for award of this solicitation, entering into a contract and/or, cancellation of an active contract], or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the Vendor/Contractor, the Vendor/Contractor may not be allowed to do business with The New Smyrna Beach Utilities or be awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Vendor/Contractor.

REFERENCES

Provide the business names, contact persons, and telephone numbers of three (3) references for which the firm has provided the services described in this RFQ. Include relationships with utility and governmental agencies. It is our intent to contact these references during the award process. Award of this contract will be based on price AS WELL AS REFERENCES AND EXPERIENCE.

1. Name of Company: _____
   Address: _____
   _____
   Point of Contact: _____
   Phone Number: _____
   Dates of Service: _____

   Service(s)Provided: _____
   _____
   _____
   _____

2. Name of Company: _____
   Address: _____
   _____
   Point of Contact: _____
   Phone Number: _____
   Dates of Service: _____

   Service(s)Provided: _____
   _____
   _____
   _____

3. Name of Company: _____
   Address: _____
   Point of Contact: _____
   Phone Number: _____
   Dates of Service: _____

   Service(s)Provided: _____
   _____
   _____
   _____

New Smyrna Beach UTILITIES

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter a contract with New Smyrna Utilities to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the contractor must maintain certain required employment compliance records of sub-contractors for the duration of the contract with New Smyrna Utilities.

Contractor Name: _____

Contractor E-Verify Registration Number: _____

The undersigned, on behalf of the contractor referenced above, after first being duly sworn, states as follows:

1. That said contractor understands that the contractor must comply with §448.095, Florida Statutes.
2. That the contractor uses the E-Verify system to verify the work eligibility status of employees.
3. That the contractor has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1,2021 through said registration number throughout the contract period of any and all contracts with New Smyrna Utilities.
4. That the contractor will maintain affidavits of sub-contractors engaged to perform work on all contracts with New Smyrna Utilities.
5. That said contractor further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by New Smyrna Beach Utilities, subjecting the contractor to liability for additional costs incurred by New Smyrna Utilities as a result of the termination of the contract.

_____

Signed

_____

Title

Subscribed and sworn before me this____day of_____,20__.

_____

Notary Public

My Commission Expires:_____

New Smyrna Beach Utilities
Request for Quotation
23-656

VENDOR INFORMATION

In addition to General Conditions, your quote may be disqualified if the following vendor information is not returned with your quote.

Vendor is:

( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification
Number or Social Security Number:_____

Do you collect Florida State Sales Tax? ( )Yes ( )No

Firm Name:_____

Mailing Address: _____

_____

_____

Telephone Number: _____

Facsimile Number: _____

E-mail: _____Web Address: _____

If vendor is bidding as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the bidder, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name:_____

Mailing Address: _____

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.*

The **NEW SMYRNA BEACH UTILITIES** is seeking a quote from a qualified Scada vendor. We are looking for help to test, maintain, repair, calibrate and program SCADA Systems and ancillary control components at all of our NSBU facilities. We currently operate on VT Scada software, and the majority of our PLC controllers are Allen Bradley.

Please provide pricing for the following categories

Senior Programmer / hourly rate
Senior Technician / hourly rate
I&C Startup and Calibration Technician / hourly rate
Clerical and Administrative / hourly rate

Materials and Equipment / Cost plus %

New Smyrna Beach
• • • UTILITIES • • •

New Smyrna Beach Utilities
Request for Quotation
23-656

QUOTE TABULATION

Item No.	Description	Quantity	UOM	Hourly Price
1	Senior Programmer	1	$/hr.	$
2	Senior Technician	1	$/hr.	$
3	I &C Startup and Calibration Technician	1	$/hr.	$
4	Clerical and Administrative	1	$/hr.	$

Item No.	Description	Quantity	UOM	Percentage
5	Materials and Equipment	1	Cost plus __%	
6	Shipping	1	Cost plus ___%	

New Smyrna Beach Utilities reserves the right to waive informalities in any quotation, to reject any and all quotations in whole or in part, with or without cause, and/or accept the quotations or portions thereof that in its judgment will be in the best interest of the New Smyrna Beach Utilities. The quotation shall be valid for award within sixty (60) days from the date of opening unless specified otherwise.

The term of the resulting agreement shall be one year. New Smyrna Beach Utilities reserves the right to extend this contract up to three (3) additional one (1) year periods based upon mutual agreement.

Submitted By:
Name of Company: _____ Please Print

Name & Title: _____ Please Print

Signature: _____

Telephone No. _____ **Facsímile No.** _____

E-Mail: _____

AGREEMENT FOR AN ANNUAL CONTRACT FOR SCADA SERVICES

THIS AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES ("AGREEMENT") is made and entered into this _day of _____, 202__, by and between the **NEW SMYRNA BEACH UTILITIES,** located at 200 Canal Street, New Smyrna Beach, Florida 32168, and _____(hereafter **SERVICE PROVIDER"**), located at _____.

RECITALS

1. **NEW SMYRNA BEACH UTILITIES** was created by special act of the Florida Legislature as a political subdivision of the State of Florida with certain powers, authorities, and duties related to the provision of water, wastewater, reclaimed water, and electric utility services, including the authority to enter into contracts .

2. The **NEW SMYRNA BEACH UTILITIES** wishes to obtain SCADA services.

3. The **SERVICE PROVIDER** is willing to provide such services.

ACCORDINGLY, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. This Agreement is to be become effective upon execution by both parties. The initial term shall be for **ONE**(1) year(s). Additionally, the parties agree that this Agreement may be renewed beyond the initial term, up to **Three** (3) additional one-year periods upon mutual agreement in writing. Either party may elect to terminate the Agreement by giving written notice prior to **FIFTEEN DAYS (15).**

SECTION 3. DESCRIPTION OF SERVICES. SERVICE PROVIDER agrees to perform SCADA services as specified in **Exhibit A** attached to and incorporated into this agreement.

SECTION 4. CHANGES IN THE SCOPE OF WORK.

4.1 NEW SMYRNA BEACH UTILITIES may make changes in the services at any time by giving written notice to **SERVICE PROVIDER**. If such changes increase, decrease or eliminate any amount of work, **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** will negotiate any change in total cost or schedule modifications. If **NEW SMYRNA BEACH UTILITIES** approves, **NEW SMYRNA BEACH UTILITIES** shall amend the Scope of Services to reflect the modifications; and **SERVICE PROVIDER** shall be compensated for said services in accordance with the terms of Section 5 herein. All change orders shall be in writing and executed by both the **NEW SMYRNA BEACH UTILITIES** designated representative and the **SERVICE PROVIDER**.

4.2 All of **NEW SMYRNA BEACH UTILITIES** said Scope of Services and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

SECTION 5. SCHEDULE AND PERIOD OF PERFORMANCE.

5.1 **SERVICE PROVIDER** shall perform its services in conformance with the agreed upon schedule. **SERVICE PROVIDER** shall complete all of said services in a timely manner and will keep **NEW SMYRNA BEACH UTILITIES** apprised of the status of work on a monthly basis. Should **SERVICE PROVIDER** fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to **SERVICE PROVIDER** without **NEW SMYRNA BEACH UTILITIES** prior written consent, except as provided in Sections 4.1 and 22.1 herein.

SECTION 6. COMPENSATION FOR SERVICES. NEW SMYRNA BEACH UTILITIES agrees to compensate **SERVICE PROVIDER** for services properly performed at the rates of :

SECTION 7. PAYMENT; INVOICES.

7.1 Invoices for **SERVICE PROVIDER'S** services shall be submitted to the **NEW SMYRNA BEACH UTILITIES** at monthly intervals for services rendered during the previous period. Each invoice shall delineate the period in which the services were rendered; shall include a summary of the progress to date as a percentage of the major phases of the work. Each invoice shall be certified as correct by a duly authorized representative of **SERVICE PROVIDER**. The bill[s] shall identify the services completed and the amount charged.

7.2 **NEW SMYRNA BEACH UTILITIES** or its authorized representative shall have the right, at all reasonable times, at its own expense, to inspect and audit the books and records of **SERVICE PROVIDER** insofar as they pertain to the direct charges payable by **NEW SMYRNA BEACH UTILITIES** under this Agreement and such audit is performed within three (3) years after the expiration of this Agreement. The composition of fixed rates will not be subject to audit.

7.3 All invoices shall be due and payable thirty (30) days from receipt thereof by **NEW SMYRNA BEACH UTILITIES**, subject to **NEW SMYRNA BEACH UTILITIES** right to contest, in good faith, all or any part of the charges set forth therein. Payment of invoices shall not be unreasonably withheld by **NEW SMYRNA BEACH UTILITIES**, but the **NEW SMYRNA BEACH UTILITIES** reserves the right to reject any statement which fails to adequately describe the services rendered by **SERVICE PROVIDER.** Upon written notice to **SERVICE PROVIDER**, payment may be withheld, in whole or in part, for **SERVICE PROVIDER'S** failure to comply with a term, condition or requirement of this

Agreement. **SERVICE PROVIDER** will help effect resolution and transmit a revised invoice as necessary. Thereafter, the withheld amount(s) shall be paid upon **SERVICE PROVIDER'S** satisfactory demonstration of compliance to the **NEW SMYRNA BEACH UTILITIES**. Amounts not questioned by **NEW SMYRNA BEACH UTILITIES** shall be promptly paid to **SERVICE PROVIDER** in accordance with the above payment procedures.

SECTION 8. RIGHT TO INSPECTION. **NEW SMYRNA BEACH UTILITIES** or its affiliates shall at all times have the right to review or observe the services performed by **SERVICE PROVIDER**. No inspection, review, or observation shall relieve **SERVICE PROVIDER** of its responsibility under this Agreement.

SECTION 9. WARRANTY AND ACCEPTANCE. The SERVICE PROVIDER agrees that all material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by the **NEW SMYRNA BEACH UTILITIES**. **SERVICE PROVIDER** guarantees its work hereunder for a period of 12 months after completion and acceptance of the work unless otherwise set forth herein. In the event **NEW SMYRNA BEACH UTILITIES** discovers defects in material or workmanship at any time before the expiration of the specified warranty period, **SERVICE PROVIDER** shall, upon written notice from the **NEW SMYRNA BEACH UTILITIES**, repair or replace at its sole expense any such defects. The **NEW SMYRNA BEACH UTILITIES** may perform such repairs or replacements by other reasonable means and **SERVICE PROVIDER** agrees to pay for such corrective measures. Neither acceptance of the work by the **NEW SMYRNA BEACH UTILITIES** nor payment shall relieve **SERVICE PROVIDER** from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

SECTION 10. SAFETY. To the extent the **NEW SMYRNA BEACH UTILITIES** safety standards do not violate other County, State or Federal standards, **SERVICE PROVIDER** agrees to comply with **NEW SMYRNA BEACH UTILITIES** safety standards while on the property of the **NEW SMYRNA BEACH UTILITIES**. **SERVICE PROVIDER** shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

SECTION 11. INSURANCE.

11.1 SERVICE PROVIDER shall maintain in force during the term of this Agreement, at its own expense, public liability insurance and other insurance coverage as set forth in Exhibit "B" which is hereby made a part of this Agreement.

11.2 SERVICE PROVIDER and **NEW SMYRNA BEACH UTILITIES** waive all rights against each other and their respective directors, officers, partners, New Smyrna Beach Utilities officials, agents, subcontractors, SERVICE PROVIDERs, and employees for damages covered by any type of property insurance during and after the completion of the services. A similar provision shall be incorporated into all construction contractual arrangements entered into by **NEW SMYRNA BEACH UTILITIES** and shall protect **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** to the same extent. All project

contractors shall be required to include **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** as additional insureds on their general liability insurance policies.

SECTION 12. STANDARDS OF CONDUCT; COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

12.1 The **SERVICE PROVIDER** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, New Smyrna Beach Utilities, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

12.2 The **SERVICE PROVIDER** covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

12.3 The **SERVICE PROVIDER** agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to services performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The **SERVICE PROVIDER** agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.

12.4 The **SERVICE PROVIDER** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.5 The **SERVICE PROVIDER** warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, New Smyrna Beach Utilities, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

12.6 **SERVICE PROVIDER** is subject to the provisions of Section 287.133(2)(a), Florida Statutes, on Public Entity Crimes.

SECTION 13. SERVICE PROVIDER'S REPRESENTATIONS. On behalf of its employees, agents, servants and contractors, SERVICE PROVIDER represents and warrants to the **NEW SMYRNA BEACH UTILITIES** each of the following:

13.1 SERVICE PROVIDER represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound consulting practices and procedures; and shall conform to the professional standards of care, skill, and diligence appropriate to the nature of the services rendered.

13.2 SERVICE PROVIDER represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

13.3 SERVICE PROVIDER represents that if **SERVICE PROVIDER**, through its negligent acts, errors, or omissions, causes any injury to **NEW SMYRNA BEACH UTILITIES** or causes any physical damage to, or destruction of, any of **NEW SMYRNA BEACH UTILITIES** property during the term of this Agreement, it shall be liable for said injuries and/or damages, including reasonable attorney fees and costs incurred as a result therefrom.

13.4 SERVICE PROVIDER represents that none of SERVICE PROVIDER's principals or the immediate family of SERVICE PROVIDER's principals has a compensation arrangement of any kind with City. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.

13.5 SERVICE PROVIDER represents that it is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.

13.6 SERVICE PROVIDER represents that it and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

13.7 Should **SERVICE PROVIDER** breach the representations set forth above, **NEW SMYRNA BEACH UTILITIES** shall have such remedies as are set forth in this Agreement. To the extent an applicable remedy is not provided herein, both Parties shall have all such remedies as allowed under the laws of the State of Florida. Additionally, without limiting the generality of the foregoing, if prior to the expiration of two (2) years from the date **SERVICE PROVIDER** completes its services hereunder, **SERVICE PROVIDER'S** services are negligent or erroneous and **NEW SMYRNA BEACH UTILITIES** notifies **SERVICE PROVIDER** in writing that a negligent error or omission has been discovered in **SERVICE PROVIDER'S** services, **SERVICE PROVIDER** shall correctly perform such negligent services at no additional cost to **NEW SMYRNA BEACH UTILITIES** and within a reasonable time period.

SECTION 14. GUARANTEE AGAINST INFRINGEMENT. **SERVICE PROVIDER** guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. **SERVICE PROVIDER** shall indemnify, hold harmless, and defend **NEW SMYRNA BEACH UTILITIES**, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement.

SECTION 15. INDEMNIFICATION. **SERVICE PROVIDER** shall defend. indemnify, and hold harmless the **NEW SMYRNA BEACH UTILITIES**, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with **SERVICE PROVIDER'S** negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the **SERVICE PROVIDER** and third parties made pursuant to this Agreement. **SERVICE PROVIDER** shall reimburse the **NEW SMYRNA BEACH UTILITIES** for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with **SERVICE PROVIDER'S** performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. Ten dollars ($10) of the payments made by the **NEW SMYRNA BEACH UTILITIES** constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the **SERVICE PROVIDER**.

SECTION 16. AUDIT; PUBLIC RECORDS RETENTION; DOCUMENTS; OWNERSHIP.

16.1 Upon **NEW SMYRNA BEACH UTILITIES** or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, **SERVICE PROVIDER** shall provide **NEW SMYRNA BEACH UTILITIES** or its designated Project Leader with a copy of all documents prepared by **SERVICE PROVIDER** under this Agreement. Documents shall be original and PDF versions.

16.2 The parties acknowledge that the **NEW SMYRNA BEACH UTILITIES** is a part of the government of the City of New Smyrna Beach, Florida, and subject to the Florida Public Records Law. **SERVICE PROVIDER** has been advised the **NEW SMYRNA BEACH UTILITIES** that all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. SERVICE PROVIDER agrees to comply with all **NEW SMYRNA BEACH UTILITIES** policies and procedures in observing the requirement of said laws. **SERVICE**

PROVIDER shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the **SERVICE PROVIDER** in conjunction with this **AGREEMENT**. Specifically, the **SERVICE PROVIDER** must:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the **NEW SMYRNA BEACH UTILITIES** in order to perform the services being performed by the **SERVICE PROVIDER**.

(2) Provide the public with access to public records on the same terms and conditions that the **NEW SMYRNA BEACH UTILITIES** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the **NEW SMYRNA BEACH UTILITIES** all public records in possession of the **SERVICE PROVIDER** upon termination of the **AGREEMENT** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **NEW SMYRNA BEACH UTILITIES** in a format that is compatible with the information technology systems of the **NEW SMYRNA BEACH UTILITIES**.

The **SERVICE PROVIDER** shall promptly provide the **NEW SMYRNA BEACH UTILITIES** with a copy of any request to inspect or copy public records in possession of the **SERVICE PROVIDER** and shall promptly provide the **NEW SMYRNA BEACH UTILITIES** a copy of the **SERVICE PROVIDER'S** response to each such request. Failure to grant such public access will be grounds for immediate termination of this **AGREEMENT** by the **NEW SMYRNA BEACH UTILITIES**.

16.3 NEW SMYRNA BEACH UTILITIES shall have the right to audit the books, records and accounts of **SERVICE PROVIDER** that are related to the performance of Services pursuant to this Agreement. **SERVICE PROVIDER** shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. **SERVICE PROVIDER** shall preserve and make available, at reasonable times for examination and audit by **NEW SMYRNA BEACH UTILITIES**, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings If the Florida Public Records Act is determined by **NEW SMYRNA BEACH UTILITIES** to be applicable to **SERVICE PROVIDER'S** records, **SERVICE PROVIDER** shall comply with all

requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by **SERVICE PROVIDER**. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for **NEW SMYRNA BEACH UTILITIES** disallowance and/or recovery of any payment upon such entry. The **SERVICE PROVIDER** shall retain all records relating to this Agreement for five years after the **NEW SMYRNA BEACH UTILITIES** makes final payment and all other pending matters are closed.

16.4 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of **NEW SMYRNA BEACH UTILITIES**. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by **SERVICE PROVIDER**, whether finished or unfinished, shall become the property of **NEW SMYRNA BEACH UTILITIES** and shall be delivered by **SERVICE PROVIDER** to the **NEW SMYRNA BEACH UTILITIES** within seven (7) days of termination of this Agreement by either party. Any compensation due to **SERVICE PROVIDER** may be withheld until all documents are received as provided herein.

SECTION 17. ASSIGNMENT

17.1 **SERVICE PROVIDER** shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of **NEW SMYRNA BEACH UTILITIES**. All requirements to be observed by the **SERVICE PROVIDER** shall be observed by all subcontractors.

17.2 If upon receiving written approval from **NEW SMYRNA BEACH UTILITIES**, any part of this Agreement is subcontracted by **SERVICE PROVIDER**, **SERVICE PROVIDER** shall be fully responsible to **NEW SMYRNA BEACH UTILITIES** for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3 If **NEW SMYRNA BEACH UTILITIES** determines that any subcontractor is not performing in accordance with this Agreement, **NEW SMYRNA BEACH UTILITIES** shall so notify **SERVICE PROVIDER** who shall take immediate steps to cancel the subcontract, or correct the deficiency. **NEW SMYRNA BEACH UTILITIES** shall also be given permission to communicate directly to the subcontractor, which communication shall not constitute interference with contractor/subcontractor relationship, provided that **NEW SMYRNA BEACH UTILITIES** notifies **SERVICE PROVIDER** in writing of said communication.

17.4 If any part of this Agreement is subcontracted by **SERVICE PROVIDER** prior to commencement of any work by the subcontractor, **SERVICE PROVIDER** shall require the subcontractor to provide **NEW SMYRNA BEACH UTILITIES** with insurance coverage as set forth by Section 11 and Exhibit "B".

SECTION 18. INDEPENDENT CONTRACTOR.

The parties intend that an independent contractor relationship will be created by this Agreement. It is understood that **NEW SMYRNA BEACH UTILITIES** does not agree to use **SERVICE PROVIDER**

exclusively. It is further understood that **SERVICE PROVIDER** is free to contract for similar services to be performed for others while under contract with **NEW SMYRNA BEACH UTILITIES**. The parties expressly acknowledge that **SERVICE PROVIDER** is an independent SERVICE PROVIDER, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow **NEW SMYRNA BEACH UTILITIES**, or its agents, representative, or employees, to exercise control or direction over the manner or method by which SERVICE PROVIDER performs any services which are the subject of this Agreement.

SECTION 19. AUTHORIZATION. **SERVICE PROVIDER** shall not, without authorization first being given by **NEW SMYRNA BEACH UTILITIES**: a) Use or pledge money or credit of the **NEW SMYRNA BEACH UTILITIES**, except in the usual and regular course of business and on account of or for the benefit of the **NEW SMYRNA BEACH UTILITIES**; b) Release or discharge any debt due to **NEW SMYRNA BEACH UTILITIES** without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the **NEW SMYRNA BEACH UTILITIES** property; or d) Cause **NEW SMYRNA BEACH UTILITIES** to become a guarantor, surety, or endorser, or give any note which obligates the **NEW SMYRNA BEACH UTILITIES**.

SECTION 20. TAXES. **SERVICE PROVIDER** shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to **SERVICE PROVIDER'S** performance of this Agreement.

SECTION 21. DEFAULT. If, during the term of this Agreement, **SERVICE PROVIDER** shall be in default of any provision of this Agreement, **NEW SMYRNA BEACH UTILITIES** may suspend its payment or performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until **NEW SMYRNA BEACH UTILITIES** gives notice of the default to **SERVICE PROVIDER** with at least ten (10) days to cure such default.

SECTION 22. TERMINATION. Notwithstanding any other provision of this Agreement, **NEW SMYRNA BEACH UTILITIES** may, upon fifteen (15) days written notice to **SERVICE PROVIDER**, terminate this Agreement if: (a) **SERVICE PROVIDER** is adjudged to be bankrupt; (b) **SERVICE PROVIDER** makes a general assignment for the benefit of its creditors; (c) **SERVICE PROVIDER** fails to comply with any of the conditions or provisions of this Agreement; or (d) **SERVICE PROVIDER** is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy **NEW SMYRNA BEACH UTILITIES** may have under this Agreement; or (e) when deemed by the **NEW SMYRNA BEACH UTILITIES** (in its sole discretion) is in the best interest of the **NEW SMYRNA BEACH UTILITIES**. In the event of such termination, **NEW SMYRNA BEACH UTILITIES** shall be liable only for the payment of all unpaid charges, determined in accordance with

the provisions of this Agreement, for work properly performed prior to the effective date of termination.

SECTION 23. FORCE MAJEURE. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown or damage to **NEW SMYRNA BEACH UTILITIES** generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

SECTION 24. NOTICE. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For SERVICE PROVIDER:

For NEW SMYRNA BEACH UTILITIES:

New Smyrna Beach Utilities, City of New Smyrna Beach, Florida
Attention : Procurement Manager
P.O. Box 100
New Smyrna Beach, FL 32170-0100
(386) 424-3046

SECTION 25. GOVERNING LAW. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida.

SECTION 26. SEVERABILITY. In the event any portion of part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

SECTION 27. WAIVER AND ELECTION OF REMEDIES.

27.1 Waiver by **NEW SMYRNA BEACH UTILITIES** of any term, condition, or provision of this Agreement shall not be considered a waiver of any term, condition, or provision in the future.

27.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

27.3 Notwithstanding any other provision of this Agreement, the provisions of Sections 13, 14 and 15 shall survive the termination or expiration of this Agreement.

SECTION 28. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER**.

SECTION 29. LIMITATION OF LIABILITY. To the fullest extent permitted by law, **SERVICE PROVIDER'S** total liability for any and all claims, losses, damages and expenses resulting in any way from this Agreement shall not exceed the total compensation received by **SERVICE PROVIDER** under the applicable Scope of Services notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the **SERVICE PROVIDER** and shall extend to its officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.

SECTION 30. CONSEQUENTIAL DAMAGES. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, **NEW SMYRNA BEACH UTILITIES** shall not be liable to **SERVICE PROVIDER** for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; and increased operating costs.

SECTION 31. ENTIRE AGREEMENT. This Agreement, including Exhibits "A" and "B" constitutes the entire agreement between **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

SECTION 32. JOINT PREPARATION. Preparation of this Agreement has been a joint effort of **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

NEW SMYRNA BEACH UTILITIES: **SERVICE PROVIDER:**

By:_____

Director of Finance/CFO

ATTEST:_____

By:_____

Director of Department

By:_____

Its:_____

ATTEST:_____

Its:_____

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF WORK

he **NEW SMYRNA BEACH UTILITIES** is seeking a quote from a qualified Scada vendor. We are looking for help to test, maintain, repair, calibrate and program SCADA Systems and ancillary control components at all of our NSBU facilities.
We currently operate on VTScada software, and the majority of our PLC controllers are Allen Bradley.

Please provide pricing for the following categories

Senior Programmer / hourly rate
Senior Technician / hourly rate
I&C Startup and Calibration Technician / hourly rate
Clerical and Administrative / hourly rate

Materials and Equipment / Cost plus %

EXHIBIT "B": INSURANCE REQUIREMENTS

I. INSURANCE: Except as otherwise specified in this contract, the **SERVICE PROVIDER** and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to the **NEW SMYRNA BEACH UTILITIES**. It shall be the responsibility of the **SERVICE PROVIDER** and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the **SERVICE PROVIDER** and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The **SERVICE PROVIDER** and its subcontractors shall furnish to the **NEW SMYRNA BEACH UTILITIES** such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the **NEW SMYRNA BEACH UTILITIES** as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the **NEW SMYRNA BEACH UTILITIES** and that the carrier should have no less rating than A - X by A.M. Best and Company. **NEW SMYRNA BEACH UTILITIES** reserves the right to accept or decline carrier providing coverage.

II. CERTIFICATES OF INSURANCE: At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the **SERVICE PROVIDER** and its subcontractors shall furnish the **NEW SMYRNA BEACH UTILITIES** with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the **NEW SMYRNA BEACH UTILITIES** in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the **SERVICE PROVIDER** shall immediately provide written notice to the **NEW SMYRNA BEACH UTILITIES** upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for **SERVICE PROVIDER** and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the **NEW SMYRNA BEACH UTILITIES**'s office, ATTN: Procurement Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

III. ADDITIONAL INSUREDS: All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the **SERVICE PROVIDER**, the **NEW SMYRNA BEACH UTILITIES** and its New Smyrna Beach Utilities officials, directors, officers, agents, and employees as Additional Insured's with respect to the activities of the **SERVICE PROVIDER** and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with

respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

IV. WAIVER OF SUBROGATION: The **SERVICE PROVIDER** and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the **NEW SMYRNA BEACH UTILITIES**, its New Smyrna Beach Utilities, officials, directors, officers, agents, and employees.

V. COMPREHENSIVE GENERAL LIABILITY: This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims arising from bodily injury, sickness, disease, or death of any person other than the **SERVICE PROVIDER's** employees or damage to property of the **NEW SMYRNA BEACH UTILITIES** or others arising out of the act or omission of the **SERVICE PROVIDER** or its subcontractors or their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the **SERVICE PROVIDER** and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VI. COMPREHENSIVE AUTOMOBILE LIABILITY: This insurance shall be written in the comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VII. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY: The insurance shall protect the **SERVICE PROVIDER** and its subcontractors against all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers' Compensation: Statutory

Employers' Liability: $100,000 each accident.
$500,000 disease policy limit;
and
$100,000 disease, each employee.

VIII. PROFESSIONAL LIABILITY: Professional Liability insurance shall be provided in an amount of $100,000.

New Smyrna Beach
UTILITIES

Exhibit 3
City of Mount Dora
Insurance Requirements

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage $2,000,000 single limit per occurrence

Insured has $1,000,000 Excess over General Liability to complete this requirement

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Contractor shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Contractor or anyone employed or utilized by the Contractor/Vendor/Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

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

☒	4. Automobile Liability	$ 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. Firm/Vendor/Proposer shall ensure that all subs, if applicable, comply with the same insurance requirements that he is required to meet. The same Firm/Vendor/Proposer shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

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

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

City of Mount Dora
Mount Dora, Florida

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

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state "**RFP #22-XX-XXX "INSERT TITLE HERE"**.

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Process Control Services
Company

Wade Mathis
Authorized Signature

Wade Mathis President
Printed Name & Title

wademathis@gmail.com
Email

1205 Pinewood Lane
Address

Ocoee, FL 34761
City, State, Zip Code

407-252-5033
Telephone No.

Fax No.

JFS Risk Advisors LLC dba Edison Insurance Group
Insurance Agency

Lisa Maria Velasquez #W918808
Signature of Proposer's Agent

Exhibit 4
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 the Nongovernmental Entity, and I am authorized to provide this Affidavit its behalf.
3. Neither the Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and attest that the statements made herein are true and are made for the benefit of and reliance by the Governmental Entity.

Wade Mathis
Authorized Signature

Process Control Services LLC
Entity

Wade Mathis
Printed Name

President
Title

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged and sworn before me by means of [X] physical presence or [ ] online notarization of Wade Mathis, as President of Process Control Services, 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 Florida D.L. as identification, and who did/did not take an oath this 3 day of Feb, 2026.

(stamp)

Diana Ogeerally
NOTARY PUBLIC

Notary Public State of Florida
Diana Ogeerally
My Commission HH 652867
Expires 4/20/2029

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

DATE: **February 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Piggyback Agreement Between the City of Mount Dora and JCO Corporation for Fire Emergency Vehicle Equipment

Introduction:

This is a request for City Council to approve a piggyback agreement with JCO Corporation based upon a contract between JCO Corporation and the City of Orlando, Florida, for Emergency Vehicle Equipment and Labor.

Discussion:

The Mount Dora Fire Department has purchased two (2) Emergency Response Vehicles as part of the approved FY 2025/26 budget. Both vehicles require emergency light packages, department decals, and installation. The new Battalion Chief response vehicle requires a bed insert for equipment storage and Incident Command Equipment.

JCO Corporation is a local vendor offering competitive pricing for this service. The City proposes to piggyback on the competitively awarded contract between the City of Orlando and JCO Corporation, allowing Mount Dora to utilize pricing, terms, and conditions already established through a governmental procurement process. This ensures compliance with purchasing requirements while avoiding the time and administrative costs associated with issuing a separate solicitation. The piggyback approach supports operational timelines for placing the vehicles into service, provides cost certainty, and minimizes procurement delays while still achieving the best value through a publicly awarded contract.

The City of Orlando, Florida's contract with JCO Corporation is provided in Exhibit #2 of the signed agreement, for reference. The Underlying Agreement between City of Orlando, Florida and JCO Corporation for Emergency Vehicle Equipment and labor, Master Agreement Term is from 2025-04-07 to 2028-04-06 with the option to renew for up to two (2) additional one-year periods.

Budget Impact:

No budget impact. However, the Mount Dora Fire Department's approved FY 2025/26 budget identified the purchase of (2) vehicles and up-fitting. This Piggyback contract will provide the necessary contract for future emergency lighting, decals, and other Incident Command equipment.

Below are the related expenses in the Adopted FY25/26 Budget:
F-250 (Battalion Chief) up-fitting: $20,000
F-150 (Changed to Explorer to save money) up-fitting: $7,500

Strategic Impact:

Strategic Initiative 4: Provide high-quality city services that sustain a vibrant, safe, and healthy community.

Recommendation:

City Council to approve the piggyback agreement with JCO Corporation.

Attachment(s):

1. JCO Corp Piggyback (2-4-26) Signed

Prepared by: Jeanann Hand, City Clerk
Reviewed by:

Joseph Hightower, Fire Chief	Approved - 2/9/2026
Whitney Donovan, Purchasing Coordinator	Approved - 2/9/2026
Matthew Dodson, Budget Officer	Approved - 2/9/2026
Jennifer Gates, Finance Director	Approved - 2/9/2026
City Attorney, City Attorney	Approved - 2/9/2026
Jeanann Hand, City Clerk	Approved - 2/9/2026
Vince Sandersfeld, City Manager	Final Approval - 2/9/2026

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation located at 510 N. Baker Street, Mount Dora, Florida 32757 (the "CITY"), and **JCO CORPORATION,** a Florida profit corporation located at 851 Maguire Road, Ocoee, Florida 34761 ("CONTRACTOR") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Contract for Emergency Vehicle Repair Servies between City of Orlando, and CONTRACTOR, dated June 6, 2022, and subsequently renewed on March 11, 2025, collectively attached hereto as **Composite Exhibit 1** and made a binding part hereof by this reference (hereinafter the "Underlying Contract"), which was competitively solicited for and negotiated by City of Orlando, through IFB25-0009; and

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

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

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall commence on the latest date of execution by the Parties and shall remain in effect for three (3) years from the date of execution and may be renewed for two (2) additional one-year periods upon written mutual agreement by the CITY and CONTRACTOR.

SECTION 2. SERVICES AND PRICING.

CONTRACTOR will provide materials, labor, services, and pricing to the CITY as set forth in the Underlying Contract, its attachments and renewals, attached hereto as **Composite Exhibit 1**, the Solicitation, and the Scope of Work in **Exhibit 2** (collectively, the "Incorporated Documents"), attached hereto and incorporated herein by this reference. Notwithstanding any contrary provision in the Incorporated Documents, all materials, labor, and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any federal, state, or local regulatory agency.

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in a State or Federal court of appropriate jurisdiction in Lake County, Florida. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement, a Task Authorization, or a Purchase Order issued by the CITY pursuant to this Agreement, and the terms and conditions of the Underlying Contract, as attached, or any other CONTRACTOR-issued invoice or the like, the terms and conditions of this Agreement and/or any CITY-issued Task Authorization or Purchase Order shall prevail.

SECTION 8. NOTICE.

The Parties hereto agree that all notices required and/or made pursuant to this Agreement shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

CITY:	City of Mount Dora Attn: City Manager 510 N. Baker Street Mount Dora, Florida 32757
Copy to:	Patrick Brackins, Esq. Shepard, Smith, Hand & Brackins, P.A. 2300 Maitland Center Pkwy; Suite 100 Maitland, Florida 32751
CONTRACTOR:	JCO Corporation 851 Maguire Road,

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.

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

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

(A) The Parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the CITY's satisfaction. CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY's findings in such audit without regard to any termination provision set forth herein.

(B) Throughout the term of this Agreement, CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such Records

shall be available at all reasonable times for examination and audit by an authorized CITY representative upon reasonable notice.

(C) CONTRACTOR further agrees to retain such Records for a period of three (3) years after the termination or natural expiration of this Agreement. The CITY shall retain the right to audit the Records during the three-year retention period.

SECTION 13. PUBLIC RECORDS.

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

(A) Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under this Agreement.

(B) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(C) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to the CITY.

(D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(E) CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY and other penalties as provided by law.

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

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

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

SECTION 15. DISPUTE RESOLUTION.

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

SECTION 16. INSURANCE.

CONTRACTOR shall provide the CITY with Certificates of Insurance naming the CITY as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by CONTRACTOR in accordance with the CITY's insurance requirements listed in **Exhibit 3**, attached hereto and made a binding part hereof by this reference. This provision expressly supersedes any insurance coverage requirements set forth in the Underlying Contract.

SECTION 17. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to § 448.095(5), *Florida Statutes*, CONTRACTOR is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. CONTRACTOR shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with § 448.095, *Florida Statutes*. CONTRACTOR shall retain a copy of the affidavit for the duration of this Agreement and provide it to the CITY upon request. CONTRACTOR hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, CONTRACTOR shall provide evidence of such registration and compliance. CONTRACTOR acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

SECTION 18. SCRUTINIZED COMPANIES.

In accordance with § 287.135, *Florida Statutes*, CONTRACTOR hereby certifies that neither CONTRACTOR nor any subsidiary, parent company, or affiliate of CONTRACTOR is engaged in a boycott of Israel, nor is on the Scrutinized Companies or Other Entities that Boycott Israel List. CONTRACTOR further agrees that CONTRACTOR will not subcontract with any

entity that is engaged in a boycott of Israel or is on the Scrutinized Companies or Other Entities that Boycott Israel List. In the event CONTRACTOR, or any of its subsidiaries, parent companies, affiliates, or subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List 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, immediate termination of this Agreement without regard for any notice provisions set forth herein, and any other remedies available under the law.

SECTION 19. PUBLIC ENTITY CRIME.

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

SECTION 20. HUMAN TRAFFICKING AFFIDAVIT.

In accordance with § 787.06, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR does not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, and that CONTRACTOR has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit 4**, and incorporated herein by reference.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective this __ day of _____, 2026.

CITY OF MOUNT DORA

_____
James Homich, Mayor

ATTEST:

_____
Jeanann Hand, City Clerk

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

_____
Patrick Brackins, City Attorney

JCO CORPORATION

Print: Michael Caines

Title: Vice President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged and sworn to before me by means of [X] physical presence or [ ] online notarization of Michael Caines, as Vice President of Jco Corporation, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Contractor, and who is personally known to me or who produced n/a as identification, and who did/did not take an oath this 6 day of Febuary, 2026.

(stamp)

Notary Public State of Florida
Terri L. Totty
My Commission HH 521541
Expires 4/28/2028

NOTARY PUBLIC

Attachments:

Exhibit 1 – Underlying Contract

Exhibit 2 – Solicitation

Exhibit 3 – Insurance Requirements

Exhibit 4 – Human Trafficking Affidavit

Composite Exhibit 1
Underlying Contract between

City of Orlando
and
JCO Corporation

CITY OF ORLANDO

April 18, 2025

JCO Corporation
Mike Caines
Vice President
2054 Platinum Road
Apopka, FL 32703

SUBJECT: **Contract No. IFB25-0009-3- Emergency Vehicle Sublet Repair**

The attached contract is the City of Orlando's acceptance of your offer in response IFB25-0009-3- Emergency Vehicle Sublet Repair, and is subject to all terms and conditions therein, as well as any addenda to that solicitation.

This contract is an initial thirty-six (36) months contract, effective April 7, 2025, and will remain in effect through April 6, 2028.

This contract may be renewed upon mutual agreement as provided in the solicitation. Any amendments to this contract must be in writing and signed by both parties to be valid, binding, and enforceable.

All invoices must reference the subject Contract Number (IFB25-0009-2). Invoices must be submitted to the address below:

Accounts Payable
City of Orlando
4th Floor, City Hall
PO Box 4990
Orlando, FL 32802-4990

Please remember that only those goods/services specifically listed in this contract can be invoiced. The description and unit prices on each invoice must match the description and unit pricing in the subject contract. Invoices not meeting these requirements are considered Improper Invoices and will be returned.

Sincerely,

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

[JCO CORPORATION] RESPONSE DOCUMENT REPORT

IFB No. IFB25-0009

Emergency Vehicle Sublet Repair

RESPONSE DEADLINE: January 6, 2025 at 2:00 pm

Report Generated: Tuesday, January 7, 2025

JCO Corporation Response

CONTACT INFORMATION

Company:
JCO Corporation

Email:
mike@jcocorp.com

Contact:
Michael Caines

Address:
2054 PLATINUM RD
APOPKA, FL 32703

Phone:
(407) 395-9066

Website:
www.jcocorp.com

Submission Date:
Dec 31, 2024 12:09 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Dec 31, 2024 11:53 AM by Michael Caines

QUESTIONNAIRE

1. DUNS Number (Dun & Bradstreet)*
19-9601621

2. Experience: *
Years in Business:

Maximum response length: 10 characters

20

3. Experience: *
Years in business under this name:

Maximum response length: 10 characters

13

4. Experience: *
Years performing this type of work:

Maximum response length: 5 characters

20

5. Local Service Facility, If Applicable*
Name of local service center.

JCO Corporation

6. Local Service Facility, If Applicable*
Address of local service center. (Please include City, County, and Zip code)

2054 Platinum Rd, Apopka, FL 32703

7. Local Service Facility, If Applicable*
Contact Name and telephone number:

Mike Caines 407-395-9066

8. Discount Payment Terms (if any)?*
Provide percentage (%) of discount payment terms, if applicable.

Maximum response length: 5 characters

N/A

9. Discount Payment Terms if paid within _____ days after receipt of invoice, if applicable.*
Enter number of days, if discount is applicable.

Maximum response length: 10 characters

N/A

10. The City of Orlando offers the option to receive payments utilizing the J.P Morgan Visa Virtual Card solution. Which payment option would your company prefer for payment of all invoices? (check one)*
ACH – Automated Clearing House (net 30)

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

12. Recycled Content:
Please indicate the percentage _____% of recycled material contained in the supplied items, if applicable.

Maximum response length: 10 characters

0

13. Recycled Content:*
Is your product packaged/shipped in material containing recycled content?

No

14. Recycled Content:*
Is your product recyclable after it has reached its intended end use?

Yes

15. Authorized Signatories
The Respondent represents that the following persons are authorized to sign responses/submittals, and/or sign contracts and related documents to which the Respondent will be duly bound.

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the Respondent should provide with their response/submittal proof of authorization.

TYPE IN COMPANY'S NAME*
The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the Respondent should provide with their response/submittal proof of authorization.

JCO Corporation
Click to Verify *Value will be copied to clipboard*

AUTHORIZED SIGNATORIES*
Please Indicate Name or Names of Authorized Signatories.

Michael Caines

AUTHORIZED SIGNATORIES*
Please Indicate Title or Titles of Authorized Signatories.

Vice President

AUTHORIZED SIGNATORIES*
Please Indicate Principal or Authorized Authority.

Authorized Authority

16. Required Forms

ADDENDUM RECEIPT VERIFICATION*
Bidders must acknowledge all issued addenda by confirming below. Failure to acknowledge may result in a non-responsive bid.

The failure of a Bidder to submit/confirm acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

The undersigned acknowledges receipt of all issued addenda:

Confirmed

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES*

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

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

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

Confirmed

REFERENCES FORM*
Please download the document below, complete, and upload.

- Attachment_A_-_References.pdf

Attachment_A_-_References.pdf

RESPONDENT'S CERTIFICATION FORM*
Please download the below document, complete, sign, notarize, and upload.

- Attachment_B_-_Respondent's...

Attachment_B_Signed.pdf

CONTRACT AND ACCEPTANCE FORM*
Please download the document below, complete, signed, notarized, and upload.

- Attachment_C_-_Contract_and...

Attachment_C_Signed.pdf

CONFLICT OF INTEREST DISCLOSURE FORM *
Please download the below document, complete, sign, and upload.

- Attachment_D_-_Conflict_of_...

Attachment_D_Signed.pdf

CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM*
Please download the document below, complete, and upload.

- Attachment_E_-_Conf_&_Prop_...

Attachment_E_Signed.pdf

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM*
Please download the document below, complete, and upload.

- Attachment_F_-_MWBE_Form_(2...

Attachment_F_-_MWBE_Form_(2024).pdf

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM*
Please download the document below, complete, and upload.

- Attachment_G_-_VBE_Form.pdf

Attachment_G_-_VBE_Form_(1).pdf

THE VENDOR HEREBY REPRESENTS, WARRANTS, AND CERTIFIES THAT VENDOR DOES NOT USE COERCION FOR LABOR OR SERVICES AS DEFINED IN SECTION 787.06, FLORIDA STATUTES. A COMPLETED HUMAN TRAFFICKING AFFIDAVIT SHOULD BE INCLUDED WITH YOUR SUBMITTAL. A CONTRACT SHALL NOT BE AWARDED TO A RESPONDENT WHO DOES NOT SUBMIT THE FORM AT THE TIME OF SUBMITTAL OR WITHIN SEVEN (7) DAYS OF THE DATE THE CITY REQUESTS THE FORM BE SUBMITTED, IF A RESPONDENT FAILS TO RETURN THE FORM WITH ITS RESPONSE. *
Please download the below documents, complete, and upload.

- Attachment_H-Human_Traffick...

Attachement_H_Signed.pdf

W-9 FORM*
Upload signed copy of Respondent's most current W-9 .

New_W9_Signed.pdf

PROOF OF INSURANCE*
Upload copy of Respondent's Certificate of Insurance.

JCO_COI_-_2024-2025.pdf

PRICE TABLES

GROUP ONE (1) REPAIR AND MAINTAINANCE OF LIGHT DUTY EMERGENCY VEHICLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Labor Rates	750	Per Hour	$120.00	$90,000.00
2	Over Time Labor Rate	750	Per Hour	$180.00	$135,000.00
3	Holiday Labor Rate	750	Per Hour	$180.00	$135,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Travel Rate	750	Per Hour	$120.00	$90,000.00
5	Unit Transportation Flat Fee	750	Each	$120.00	$90,000.00
TOTAL					$540,000.00

PERCENT MARKUP FOR PARTS AND MATERIALS OF LIGHT DUTY EMERGENCY VEHICLES

Line Item	Description	Unit of Measure	Percentage
6	Percent Markup for Parts and Materials	Percent	20%

GROUP TWO (2) REPAIR AND MAINTAINANCE OF MEDIUM DUTY EMERGENCY VEHICLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Labor Rates	750	Per Hour	$140.00	$105,000.00
2	Over Time Labor Rate	750	Per Hour	$210.00	$157,500.00
3	Holiday Labor Rate	750	Per Hour	$210.00	$157,500.00
4	Travel Rate	750	Per Hour	$140.00	$105,000.00
5	Unit Transportation Shop Flat Fee	750	Each	$120.00	$90,000.00
TOTAL					$615,000.00

PERCENT MARKUP FOR PARTS AND MATERIALS OF MEDIUM DUTY EMERGENCY VEHICLES

Line Item	Description	Unit of Measure	Percentage
6	Percent Markup for Parts and Materials	Percent	20%

GROUP THREE (3) REPAIR AND MAINTAINANCE OF HEAVY DUTY EMERGENCY VEHICLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Labor Rates	750	Per Hour	$240.00	$180,000.00
2	Over Time Labor Rate	750	Per Hour	$340.00	$255,000.00
3	Holiday Labor Rate	750	Per Hour	$340.00	$255,000.00
4	Travel Rate	750	Per Hour	$240.00	$180,000.00
5	Unit Transportation Shop Flat Fee	750	Each	$200.00	$150,000.00
TOTAL					$1,020,000.00

PERCENT MARKUP FOR PARTS AND MATERIALS OF HEAVY DUTY EMERGENCY VEHICLES

Line Item	Description	Unit of Measure	Percentage
6	Percent Markup for Parts and Materials	Percent	20%

ATTACHMENT A

REFERENCES

1. CONTACT INFORMATION

JCO Corporation
Name of Company

Michael Caines
Name of Contact Individual

2054 Platinum Rd.
Contact Address

Apopka, FL 32703
Contact City, State, Zip

407-395-9066
Contact Telephone Number

mike@jcocorp.com
Contact Email Address

2. REFERENCES:

Please provide references related to the scope of work.

Reference #1:
Name: Volusia County Sheriff
Address: 3899 Tiger Bay Rd, Daytona Beach, FL 32124
Telephone No.: 386-214-2435 Fax No.:
Contact: Jerry Fox
E-mail: jfox@volusiasheriff.gov
Project/Contract Title: Vehicle upfitting, equipment and repairs
Project Contract Number:
Project/Contract Amount:
Project/Substantial Completion Date or Percent Complete: Ongoing

Reference #2:
Name: Seminole County Fire
Address: 150 Eslinger Way, Sanford, FL32773
Telephone No.: 321-377-8283 Fax No.:
Contact: Jason Prather
E-mail: jprather@seminolecountyfl.gov
Project/Contract Title: Vehicle upfitting, equipment and repairs
Project Contract Number:
Project/Contract Amount:
Project/Substantial Completion Date or Percent Complete: Ongoing

Reference #3:

Name: Orange County Fire

Address: 4400 Vineland Road, Orlando, FL 32811

Telephone No.: 407-836-8230 Fax No.:

Contact: Michael Moore

E-mail: Michael.Moore@ocfl.net

Project/Contract Title: Vehicle upfitting, equipment and repairs

Project Contract Number:

Project/Contract Amount:

Project/Substantial Completion Date or Percent Complete: Ongoing

Reference #4:

Name: Central Florida Tourism Oversight District

Address: 1900 Hotel Plaza, Lake Buena Vista, FL 32830

Telephone No.: 407-232-8230 Fax No.:

Contact: Terry Cullen

E-mail: tcullen@oversightdistrict.org

Project/Contract Title: Vehicle upfitting, equipment and repairs

Project Contract Number:

Project/Contract Amount:

Project/Substantial Completion Date or Percent Complete: Ongoing

3. **SUBCONTRACTORS** (for informational purposes only): If the Respondent intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	**Type of Work**	**M/WBE City Certified? (Y or N)**	**VBE Certified? (Y or N)**

ATTACHMENT B

RESPONDENT'S CERTIFICATION FORM

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

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

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

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

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

JCO Corporation
NAME OF BUSINESS

BY: _____
SIGNATURE

Michael Caines, Vice President
NAME & TITLE, TYPED OR PRINTED

2054 Platinum RD
MAILING ADDRESS

Apopka, FL 32703
CITY, STATE, ZIP CODE

(407)-395-9066
TELEPHONE NUMBER

(___)_____
FAX NUMBER

mike@jcocorp.com
E-MAIL ADDRESS

State of FLORIDA
County of ORANGE

Sworn to (or affirmed) and subscribed before me this 31st day of December, 2024, by Michael Gene Caines

Donna Soladean
Signature of Notary

Notary Public, State of FLORIDA

Personally Known

-OR-

Produced Identification _____

Type: FDL

DONNA SOLADEAN
MY COMMISSION # HH 160650
EXPIRES: October 9, 2025

Company Tax ID # 83-1632539
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

ATTACHMENT C

CONTRACT AND ACCEPTANCE FORM

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

SIGNATURE

Michael Caines, Vice President
NAME & TITLE, TYPED OR PRINTED

JCO Corporation
NAME OF BUSINESS

2054 Platinum RD
MAILING ADDRESS

Apopka, FL 32703
CITY, STATE, ZIP CODE

PHONE: (407- 395-9066

FAX: (_____)

E-MAIL: mike@jcocorp.com

State of FLORIDA
County of ORange

Sworn to (or affirmed) and subscribed before me this 21st day of December, 2025, by Michael Gene Caines

Signature of Notary

Notary Public, State of FLORIDA

Personally Known (circle if applicable)

-OR-

Produced Identification : ✓

Type of Identification: FLORIDA Driver License

DONNA SOLADEAN
MY COMMISSION # HH 160650
EXPIRES: October 9, 2025

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: ✓ Secondary Supplier: _____

This contract is for: All Item Numbers: ✓ or Item Numbers: _____

INITIAL CONTRACT TERM: April 7, 2025 to April 6, 2028

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By: _____
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: April 24, 2025

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

_____
Assistant City Attorney
ORLANDO, FLORIDA

Date: April 22, 2025

ATTACHMENT D

CONFLICT OF INTEREST DISCLOSURE FORM

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

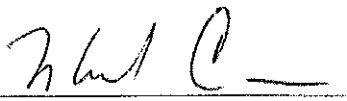
By submission of this submittal/response, the Respondent certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest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

Disclosures:

_____

_____

_____



Signature

Michael Caines

Name

Vice President

Title

JCO Corporation

Name of Company

12/30/2024

Date

ATTACHMENT E

CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM

In accordance with the Proprietary Information Section of this Solicitation, please list below items, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure. If none, please indicate N/A.

Page No.	Section	Applicable Exempting Law	**Detailed Explanation/Justification** with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary
N/A			

Signature

Michael Caines

Name

Vice President

Title

JCO Corporation

Name of Company

12/30/2024

Date

ATTACHMENT F

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women/Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women/Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 5th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-Owned Business Enterprise:

Business Name: _____

Certification Number: N/A

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

City Code Chapter 57, Articles II and III, govern the City's Minority and Women Business Enterprise Programs. The awarded Bidder will be contacted by the City's M/WBE Division to discuss any potential subcontracting opportunities with City certified M/WBE firms.

ATTACHMENT G

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

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

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

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

Business Name: _____

Certification Number: N/A

Expiration Date: _____

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

ATTACHMENT H

Human Trafficking Affidavit

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

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

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

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

Contractor: JCO Corporation

Authorized Signature: _____ Date: 12/31/2024 ~~12/30/2024~~

Printed Name: Michael Caines

Title: Vice President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 31st day of December, 2024, by Michael Gene Caines, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced Florida Drivers License as identification.

DONNA SOLADEAN
MY COMMISSION # HH 160650
EXPIRES: October 9, 2025

Signature of Notary Public: Donna Soladean

Name of Notary Typed, Printed or Stamped

My Commission Expires: October 9, 2025

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

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

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

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

Printed Name: Michael Caines

Title: Vice President

Signature: Michael Caines Date: 4/15/2025

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

JCO Corporation

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2054 Platinum Rd

Requester's name and address (optional)

6 City, state, and ZIP code

Apopka, FL 32703

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	3	–	1	6	3	2	5	3	9

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** 9/10/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2024

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

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

PRODUCER	CONTACT NAME: Joe Armstrong
THE STERLING GROUP INC PO BOX 30668 LANSING, MI 48909-8168	PHONE (A/C, No, Ext): 844-977-1283 FAX (A/C, No): 517-886-8655 E-MAIL ADDRESS: servicecenter.ao@aoins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners	10190
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

JCO CORPORATION
2054 PLATINUM RD
APOPKA, FL 32703-7738

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	53-016106-00	09/11/2024	09/11/2025	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 ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			53-016160-00	09/11/2024	09/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION $ 10,000			53-016106-01	09/11/2024	09/11/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Garagekeepers Coverage - Direct Primary			53-016160-00	09/11/2024	09/11/2025	Comprehensive Ded. Collision Ded.	500 1,000

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

CERTIFICATE HOLDER

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
Joe Armstrong

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City of Orlando
Procurement and Contracts Division
David Billingsley, Chief Procurement Officer
400 South Orange Avenue, Orlando, FL 32801

EVALUATION TABULATION

IFB No. IFB25-0009

Emergency Vehicle Sublet Repair

RESPONSE DEADLINE: January 6, 2025 at 2:00 pm

Report Generated: Monday, January 6, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Sun State Ford (dealer)	$599,850.00
Central Florida Fire Truck Services, LLC	$1,935,000.00
JCO Corporation	$2,175,000.00
Gulf coast emergency vehicle repair llc	$2,240,250.00

GROUP ONE (1) REPAIR AND MAINTAINANCE OF LIGHT DUTY EMERGENCY VEHICLES

Group One (1) Repair and Maintainance of Light Duty Emergency Vehicles					Central Florida Fire Truck Services, LLC		Gulf coast emergency vehicle repair llc		JCO Corporation		Sun State Ford (dealer)	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Labor Rates	750	Per Hour	$185.00	$138,750.00	$195.00	$146,250.00	$120.00	$90,000.00	$199.95	$149,962.50
X	2	Over Time Labor Rate	750	Per Hour	$250.00	$187,500.00	$250.00	$187,500.00	$180.00	$135,000.00	$199.95	$149,962.50
X	3	Holiday Labor Rate	750	Per Hour	$300.00	$225,000.00	$300.00	$225,000.00	$180.00	$135,000.00	$0.00	$0.00
X	4	Travel Rate	750	Per Hour	$125.00	$93,750.00	$125.00	$93,750.00	$120.00	$90,000.00	$0.00	$0.00

Group One (1) Repair and Maintainance of Light Duty Emergency Vehicles					Central Florida Fire Truck Services, LLC		Gulf coast emergency vehicle repair llc		JCO Corporation		Sun State Ford (dealer)	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	5	Unit Transportation Flat Fee	750	Each	$0.00	$0.00	$126.00	$94,500.00	$120.00	$90,000.00	$0.00	$0.00
Total						$0.00		$94,500.00		$90,000.00		$0.00

PERCENT MARKUP FOR PARTS AND MATERIALS OF LIGHT DUTY EMERGENCY VEHICLES

Percent Markup for Parts and Materials of Light Duty Emergency Vehicles			Central Florida Fire Truck Services, LLC	Gulf coast emergency vehicle repair llc	JCO Corporation	Sun State Ford (dealer)
Line Item	Description	Unit of Measure	Percentage	Percentage	Percentage	Percentage
6	Percent Markup for Parts and Materials	Percent	20%	20%	20%	15%

GROUP TWO (2) REPAIR AND MAINTAINANCE OF MEDIUM DUTY EMERGENCY VEHICLES

Group Two (2) Repair and Maintainance of Medium Duty Emergency Vehicles					Central Florida Fire Truck Services, LLC		Gulf coast emergency vehicle repair llc		JCO Corporation		Sun State Ford (dealer)	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Labor Rates	750	Per Hour	$185.00	$138,750.00	$195.00	$146,250.00	$140.00	$105,000.00	$199.95	$149,962.50
X	2	Over Time Labor Rate	750	Per Hour	$250.00	$187,500.00	$250.00	$187,500.00	$210.00	$157,500.00	$199.95	$149,962.50
X	3	Holiday Labor Rate	750	Per Hour	$300.00	$225,000.00	$300.00	$225,000.00	$210.00	$157,500.00	$0.00	$0.00
X	4	Travel Rate	750	Per Hour	$125.00	$93,750.00	$125.00	$93,750.00	$140.00	$105,000.00	$0.00	$0.00

Group Two (2) Repair and Maintainance of Medium Duty Emergency Vehicles					Central Florida Fire Truck Services, LLC		Gulf coast emergency vehicle repair llc		JCO Corporation		Sun State Ford (dealer)	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	5	Unit Transportation Shop Flat Fee	750	Each	$0.00	$0.00	$126.00	$94,500.00	$120.00	$90,000.00	$0.00	$0.00
Total						$0.00		$94,500.00		$90,000.00		$0.00

PERCENT MARKUP FOR PARTS AND MATERIALS OF MEDIUM DUTY EMERGENCY VEHICLES

Percent Markup for Parts and Materials of Medium Duty Emergency Vehicles			Central Florida Fire Truck Services, LLC	Gulf coast emergency vehicle repair llc	JCO Corporation	Sun State Ford (dealer)
Line Item	Description	Unit of Measure	Percentage	Percentage	Percentage	Percentage
6	Percent Markup for Parts and Materials	Percent	20%	20%	20%	15%

GROUP THREE (3) REPAIR AND MAINTAINANCE OF HEAVY DUTY EMERGENCY VEHICLES

Group Three (3) Repair and Maintainance of Heavy Duty Emergency Vehicles					Central Florida Fire Truck Services, LLC		Gulf coast emergency vehicle repair llc		JCO Corporation		Sun State Ford (dealer)	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Labor Rates	750	Per Hour	$185.00	$138,750.00	$195.00	$146,250.00	$240.00	$180,000.00	$0.00	$0.00
X	2	Over Time Labor Rate	750	Per Hour	$250.00	$187,500.00	$250.00	$187,500.00	$340.00	$255,000.00	$0.00	$0.00
X	3	Holiday Labor Rate	750	Per Hour	$300.00	$225,000.00	$300.00	$225,000.00	$340.00	$255,000.00	$0.00	$0.00
X	4	Travel Rate	750	Per Hour	$125.00	$93,750.00	$125.00	$93,750.00	$240.00	$180,000.00	$0.00	$0.00

Group Three (3) Repair and Maintainance of Heavy Duty Emergency Vehicles					Central Florida Fire Truck Services, LLC		Gulf coast emergency vehicle repair llc		JCO Corporation		Sun State Ford (dealer)	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	5	Unit Transportation Shop Flat Fee	750	Each	$0.00	$0.00	$125.00	$93,750.00	$200.00	$150,000.00	$0.00	$0.00
Total						$0.00		$93,750.00		$150,000.00		$0.00

PERCENT MARKUP FOR PARTS AND MATERIALS OF HEAVY DUTY EMERGENCY VEHICLES

Percent Markup for Parts and Materials of Heavy Duty Emergency Vehicles			Central Florida Fire Truck Services, LLC	Gulf coast emergency vehicle repair llc	JCO Corporation	Sun State Ford (dealer)
Line Item	Description	Unit of Measure	Percentage	Percentage	Percentage	Percentage
6	Percent Markup for Parts and Materials	Percent	20%	20%	20%	0%

CITY OF ORLANDO

NOTICE OF INTENDED ACTION –
AWARD OF BID

Date: March 25, 2025

TO: All Bidders

Re: Notice of Intended Action – Award of Bids.
Emergency Sublet Vehicle Repair-IFB25-0009

On January 6, 2025 at 2:00 P.M. Local Time, Orlando, Florida, sealed bids for the above referenced project were received and opened in the Procurement and Contracts Division.

This notice serves as official notification that the City intends to award the above referenced project to the following, in the best interest of the City:

Supplier	City, State
Sun State Ford (Group One- Line Items 1-6)	Orlando, Florida
Central Florida Fire Truck Services LLC	Saint Cloud, Florida
JCO Corporation	Apopka, Florida
Gulf Coast Emergency Vehicle Repair LLC	Kissimmee, Florida

If you have any questions regarding the bidding procedures, please contact the Procurement and Contracts Division at (407) 246-2291.

We appreciate your interest in doing business with the City of Orlando and look forward to receiving submittals from your firm on future projects.

Procurement and Contracts Division

Note: The Solicitation process is governed by Chapter 7 of the City Code

PROCUREMENT AND CONTRACTS DIVISION
CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • Orlando.gov/procurementportal

CITY OF ORLANDO

MEMORANDUM

DATE: **March 13, 2025.**

TO: Jonathan D. Ford
Fleet Management Division Manager

FROM: Varun Desai, Purchasing Agent III
Procurement and Contracts Division

SUBJECT: Award Recommendation Letter

BID NUMBER/TITLE: IFB25-0009- Emergency Vehicle Sublet Repair

The bids for the subject solicitation were opened on January 6, 2025. Procurement and Contracts have reviewed the bid submittals for responsiveness. Please see the attached Bid Tabulation Sheet. Pending final review by your office, the recommendation of award is as follows:

Line Item(s)	Recommended Award	Amount:
Group One (1)- Line Items (1-6).	Sun State Ford, Orlando, Florida.	$299,925.00/year
All	Central Florida Fire Truck Services LLC, Saint Cloud, Florida.	$1,935,000.00/year
All	JCO Corporation, Apopka, Florida.	$2,175,000.00/year
All	Gulf Coast Emergency Vehicle Repair LLC, Kissimmee, Florida.	$2,240,250.00/year

Once submittals have been fully evaluated by you, please sign below to acknowledge your concurrence of this recommendation of award and return by at your earliest convenience. In addition, forward a Fiscal Impact Statement* (in Word format) to the assigned Purchasing Agent.

Procurement will then prepare the Council Agenda for award approval and the timely development of the Contract(s).

J Ford — Fleet Division Manager — 13 March 2025
Authorized Signature — Title — Date

Fleet Division Management
Department

PROCUREMENT AND CONTRACTS DIVISION
CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • Orlando.gov/procurementportal

DIVISION OF CORPORATIONS

Sunbiz.org Division of Corporations
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
JCO CORPORATION

Filing Information

Document Number	P05000014505
FEI/EIN Number	83-1632539
Date Filed	01/27/2005
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	07/12/2018

Principal Address

2054 Platinum Rd, Apopka, FL
Apopka, FL 32703

Changed: 01/14/2020

Mailing Address

2054 Platinum Rd, Apopka, FL
Apopka, FL 32703

Changed: 01/14/2020

Registered Agent Name & Address

Caines, Joshua
2054 Platinum Rd, Apopka, FL
Apopka, FL 32703

Name Changed: 01/14/2020

Address Changed: 01/14/2020

Officer/Director Detail

Name & Address

Title President

CAINES, JOSHUA
2054 Platinum Rd, Apopka, FL
Apopka, FL 32703

Title VP

Caines, Michael
2054 Platinum Road
Apopka, FL 32703

Annual Reports

Report Year	Filed Date
2023	01/18/2023
2024	02/16/2024
2025	01/02/2025

Document Images

01/02/2025 -- ANNUAL REPORT	View image in PDF format
02/16/2024 -- ANNUAL REPORT	View image in PDF format
01/18/2023 -- ANNUAL REPORT	View image in PDF format
04/06/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
01/04/2019 -- ANNUAL REPORT	View image in PDF format
07/12/2018 -- REINSTATEMENT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
07/31/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
02/15/2013 -- Amendment and Name Change	View image in PDF format
01/26/2013 -- ANNUAL REPORT	View image in PDF format
08/30/2012 -- ANNUAL REPORT	View image in PDF format
03/01/2011 -- ANNUAL REPORT	View image in PDF format
02/11/2010 -- ANNUAL REPORT	View image in PDF format
01/17/2009 -- ANNUAL REPORT	View image in PDF format
01/26/2008 -- ANNUAL REPORT	View image in PDF format
11/20/2007 -- ANNUAL REPORT	View image in PDF format
05/24/2007 -- ANNUAL REPORT	View image in PDF format
02/13/2006 -- ANNUAL REPORT	View image in PDF format
09/19/2005 -- Amendment	View image in PDF format
01/27/2005 -- Domestic Profit	View image in PDF format

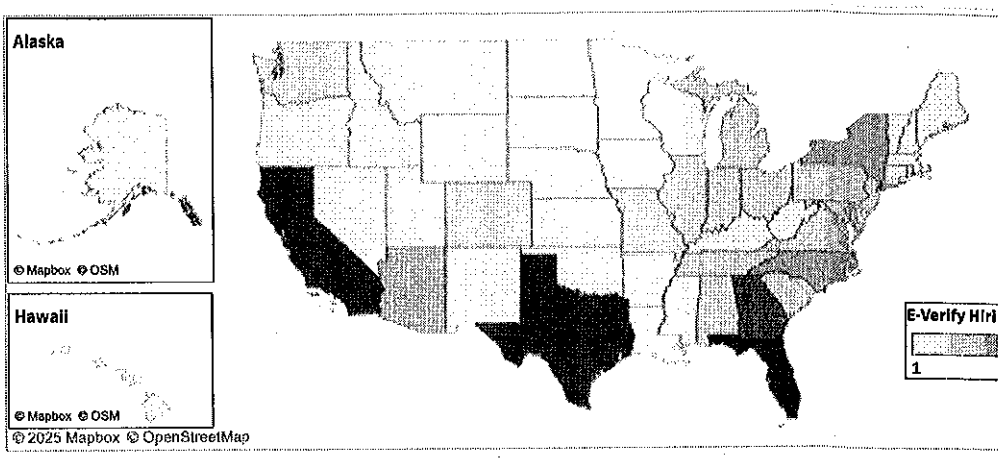
Florida Department of State, Division of Corporations

An official website of the United States government

E-Verify Employer Search

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The total number of locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations** – The geographic location(s) of hiring sites, by state, reported by the employer.



Map based on search tool's full data set. Data refreshes every day at midnight. Color shows Total Hiring Sites by State. Map will act as a filter to the table.

Search Filters

[Table Only filter - Table data shows records by Last Updated Date in descending order and default filtered to show employers enrolled thi

Business Name [Input Employer's legal name or DBA name]
JCO CORPORATION

Industry Type
(All)

Account Status
☑ Open
☑ Terminated

Opted into E-Verify+
☑ No
☑ Yes

State/Territory
(All)

Date Enrolled [Select last 30 years for all data]
Last 50 years

Total Records F

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workf Size
12/30/2020	JCO Corporation	JCO Corpo..	Open	No	12/30/2020		5 to 9

Parameters:

1 Frequency

USCIS updates the search tool daily at approximately 2 a.m. ET. Please email us at E-Verify.@uscis.dhs.gov if you have questions about the data results.

2 Accuracy

Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.

3 Data

The public may not recognize business names that employers use.

Example: An employer enrolls in E-Verify using only their business name (e.g., Baristas Incorporated), but the public may only recognize their DBA name (e.g., Coffee First). If a user searches for the DBA name (Coffee First), the search tool will not return results unless the employer provided the DBA name at enrollment.

If the search tool results include the name of a business that indicate an employer has more than one hiring site or business location, it does not necessarily mean that all of the hiring sites are enrolled in E-Verify. A hiring site is the location where the employer hires employees and completes Form I-9, Employment Eligibility Verification. Employers with multiple locations may choose which of their sites participate in E-Verify.

Example: A user may search for Candy Company and find a listing for Candy Company in the search tool. That does not mean every Candy Company store across the United States is enrolled in E-Verify.

Enrolling In E-Verify Is Easy! Want To Learn More?

Keywords

DATA E-VERIFY EMPLOYER SEARCH TOOL E-VERIFY PARTICIPATING EMPLOYERS

Last Updated Date: 09/24/2024

An official website of the United States government Here's how you know

Subaward Reporting is live on SAM.gov Show Details
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All Words | e.g. 1606N020Q02

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For more information on how to use our keyword search, visit our help guide

Simple Search | Search Editor

- ◯ Any Words ⓘ
- ◯ All Words ⓘ
- ◯ Exact Phrase ⓘ

e.g. 123456789, Smith Corp

JCO CORPORATION ×

Entity ⌄

Location ⌄

Status ⌃

- ☑ Active
- ☑ Inactive

Reset ↻

Entity Information ⌃ | ‹ All Entity Information | Entities | Disaster Response Registry | Responsibility / Qu ›

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CITY OF ORLANDO

Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: To establish a contract with Sun State Ford, Central Florida Fire Truck Services, UCO Corporation, and Gulf Coast Emergency Vehicle for emergency vehicle sublet repairs.

Expenses

Will the action be funded from the Department's current year budget? ☒ Yes ☐ No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). (enter text here)

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	$0	$0
Operating/Capital	$2,770,906.00	$6,650,175.00
Total Amount	$2,770,906.00	$6,650,175.00

Comments (optional): Charges will bill out to the respective departments as services are rendered.

Revenues

What is the source of any revenue and the estimated amount? (enter text here) Amount $0

Is this recurring revenue? ☐ Yes ☐ No

Comments (optional): (enter text here)

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	5001 F	(enter text here)	(enter text here)
Department /Division	OBFS/Fleet Management	(enter text here)	(enter text here)
Cost Center/Project/Grant	FLT0006 C Fleet Management	(enter text here)	(enter text here)
Total Amount	$6,650,175.00	$0	$0

CITY OF ORLANDO

MEMORANDUM

TO: Varun Desai, Procurement & Contracts Division
THRU: Janeiro R. Coulter, MBE Division Manager Margie Cotter for Janeiro Coulter
FROM: Kimberly Wyche, MBE Contract Compliance Investigator III
DATE: March 24, 2025
SUBJECT: MBE Division Approval Memorandum - IFB25-0009-v1

The Minority Business Enterprise Division concurs with the Procurement and Contracts Division and the Fleet Management Division recommendations for the award of Project IFB25-0009-v1, Emergency Sublet Vehicle Repair for $19,050,750.00 to the following firms:

Central Florida Fire Truck Services, LLC
Gulf Coast Emergency Vehicle Repair, LLC
JCO Corporation

The MBE Division has reviewed the subject procurement and has determined that there are no Certified Firms to provide the subject goods or services.

cc: David Billingsley, Chief Procurement Officer

Companies can demonstrate Good Faith Effort by (1) achieving MWBE participation or (2) providing documentation of their efforts to do so that warrant a determination of this nature or (3) a combination thereof.

CITY OF ORLANDO

MEMORANDUM

TO: Varun Desai, Procurement & Contracts Division

THRU: Janeiro R. Coulter, MBE Division Manager Margie Collier for Janeiro Coulter

FROM: Kimberly Wyche, MBE Contract Compliance Investigator III

DATE: March 24, 2025

SUBJECT: MBE Division Approval Memorandum - IFB25-0009-v2

The Minority Business Enterprise Division concurs with the Procurement and Contracts Division and the Fleet Management Division recommendations for the award of Project IFB25-0009-v2, Emergency Sublet Vehicle Repair to Sunstate Ford for $1,799,550.00.

Sunstate Ford	MBE	Asian	100.00%
Total MBE Participation			**100.00%**
Total MWBE Participation			**100.00%**

Sunstate Ford demonstrates Good Faith Efforts.

cc: David Billingsley, Chief Procurement Officer

Companies can demonstrate Good Faith Effort by (1) achieving MWBE participation or (2) providing documentation of their efforts to do so that warrant a determination of this nature or (3) a combination thereof.

AMENDMENT NUMBER ONE TO AGREEMENT DATED JUNE, 6, 2022 BETWEEN CITY OF ORLANDO AND JCO CORPORATION

THIS AMENDMENT TO AGREEMENT is made and entered into this 11th day of March, 2025 by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and JCO CORPORATION, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into an Agreement ("the Agreement") under the date of June, 6, 2022, whereby the latter would perform certain services with respect to (SUBLET VEHICLE REPAIR); and

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

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

I. TERM OF AGREEMENT

The Term of the Agreement is hereby renewed from June, 7, 2025, to June, 6, 2026.

II. HUMAN TRAFFICKING AFFIDAVIT

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

III. SCRUTINIZED COMPANY PROHIBITION

Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in

business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract, if applicable. The City may terminate the Contract pursuant to Section 287.135(3)(a) of the Florida Statutes if Contractor is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.

IV. ENTITIES OF FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

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

V. E-VERIFY

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

In all other respects, and except as specifically modified and amended herein and as previously amended, the Agreement shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

****

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

PROCUREMENT & CONTRACTS DIVISION
City of Orlando, Florida

By: _____
Chief Procurement Officer

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

Date: March 11, 2025

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

Date: March 10, 2025

_____
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

****

CONTRACTOR

By: _____
Signature

Joshua Caines President
Name & Title, Typed or Printed

Jco Corporation
Name of Company, Corp., etc.

2054 Platinum Rd
Mailing Address

Apopka FL 32703
City, State and Zip

407 395 9066
Area Code/Telephone Number

****

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization, this 7th day of March, 2025 by Joshua Caines, (name of person) as President (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for Jco Corporation (name of entity/party on behalf of whom instrument was executed).

(SEAL)

YOUSSEF N. GERGUIS
MY COMMISSION # HH 527138
EXPIRES: May 13, 2028

_____
Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: Youssef Gerguis

__ Personally Known or ✓ Produced Identification
Type of Identification Produced FLDL

ATTACHMENT 1

HUMAN TRAFFICKING AFFIDAVIT

Attachment I
Human Trafficking Affidavit

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

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

A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

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

Vendor: Jco Corporation

Authorized Signature: _____ Date: 03/07/2025

Printed Name: Joshua Caines

Title: President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of March, 2025, by Joshua Caines, as President on behalf of the company/corporation. They ☐ are personally known to me or ☒ have produced PLN as identification.

Signature of Notary Public _____

Youssef Gerguis

Name of Notary Typed, Printed or Stamped

My Commission Expires: 5/13/2028

YOUSSEF N. GERGUIS
MY COMMISSION # HH 527138
EXPIRES: May 13, 2028

Attachment 2

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

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

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

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

Printed Name: Joshua Caines

Title: President

Signature:

Date: 03/07/2025

Exhibit 2
City of Orlando's
Solicitation IFB25-0009-2

INVITATION FOR BID (IFB)

IFB25-0009

EMERGENCY VEHICLE SUBLET REPAIR

The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

CITY OF ORLANDO PROCUREMENT AND CONTRACTS SITE

ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED FOR THIS SOLICITATION - ALL OTHER RESPONSES SHALL BE CONSIDERED NON-RESPONSIVE

City of Orlando

INVITATION FOR BID (IFB)

IFB25-0009

EMERGENCY VEHICLE SUBLET REPAIR

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7. VENDOR QUESTIONNAIRE .....
8. PRICING PROPOSAL .....
9. ELECTRONIC PRICING FORM(S) INSTRUCTIONS .....

1. INTRODUCTION

1.1. Summary

The City of Orlando is inviting bids from qualified automotive service providers to establish a Contract for Emergency Vehicle sublet repairs.

1.2. Contact Information

Direct all questions and inquiries to the following:

Varun Desai, CPP
Purchasing Agent III
400 S Orange Ave
Orlando, FL 32801
Email: varun.desai@orlando.gov
Phone: (407) 246-3874

Department:
Fleet Management

1.3. Timeline

Issue Date	November 25, 2024
Cut-off date for Questions by Bidder	December 27, 2024, 5:00pm
Bid Due Date and Time	January 6, 2025, 2:00pm JOIN THE VIRTUAL PROPOSAL OPENING. Online:https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWI4OTJhOTYtNmQyMi00NmNiLWI3MzMtNGE5NDcxNmRjOGYz%40thread.v2/0?context=%7b%22Tid%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%22bc8fa4c3-2723-4aeb-97fe-4383f2126000%22%7d Or, call into the virtual meeting by dialing this phone number: +1 321-247-7568 Once dialed-in and prompted, enter the Conference ID: 759 905 603#

2. SUBMITTALS

Respondents are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the e-procurement Portal by the Due Date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence. Respondents are expected to examine this solicitation, specifications, associated drawings, if any, and all instructions. Failure to do so will be at the Respondent's risk.

Each Respondent shall furnish the information required on each response/submittal form and each accompanying sheet thereof on which an entry is made.

The following items must be completed and uploaded as part of your electronic submittal and are contained in the Vendor Questionnaire Section. **Failure to complete and return required forms may result in your bid being deemed non-responsive and not considered for award.**

A. **Pricing** - All prices shall be entered online through the City's e-Procurement portal.

B. **Attachment A** - References. This form must be downloaded, completed, and uploaded as a part of the submittal.

C. **Attachment B -**Respondent's Certification Form. This form must be downloaded, completed, signed, notarized, and uploaded as a part of the submittal.

D. **Attachment C** - Contract and Acceptance Form. This form must be downloaded, completed, signed, notarized, and uploaded as a part of the submittal.

E. **Attachment D** - Conflict of Interest Disclosure Form. This form must be downloaded, completed, signed, and uploaded as a part of the submittal.

F. **Attachment E** - Confidential and/or Proprietary Information Exemption Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the submittal.

G. **Attachment F** - Minority/Women-Owned Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the submittal.

H. **Attachment G** - Veteran Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the submittal.

I. Copy of Respondent's current W-9 is to be signed and uploaded as a part of the submittal.

J. Bid Security, if applicable.

K. Proof of insurance - If applicable, please refer to **Section 5 – Insurance Requirements**

Respondents shall register on the City's e-Procurement Portal. Once registered, Respondents may view and click "Follow" to be a Prospective Respondent for this solicitation and will appear on the Follower's list. Respondents that fail to Follow this project will not receive automated Addenda notifications, nor will they be able to submit a response in the Portal, and therefore will be unable to participate, nor be considered for this solicitation. Respondents must click "Draft Response" to properly begin and submit a response in the Portal.

The City will accept responses to this solicitation electronically via the e-Procurement Portal until 2:00 PM on Monday, January 6, 2025. Responses received after the scheduled due date and time for submission will not be accepted. Responses submitted in any other format other than via the City's e-Procurement Portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted, nor considered. The scheduled due date and time for submission will be scrupulously observed.

Neither the City, nor the Software Administrator will be held responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, use of a malfunctioning electronic device, or the like. Respondents shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Respondent is using to submit a response. Failure of the Respondent to successfully submit an electronic response before the deadline indicated herein shall be at the Respondent's sole risk, and no relief will be given for late and/or improperly submitted response. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Respondent will also receive an email confirmation from the Portal.

Respondents may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission.

3. GENERAL INFORMATION

3.1. SOLICITATION INFORMATION

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

- Solicitation documents are available for download from the City's e-Procurement Portal ("Portal"):

You may access solicitation information by visiting the City's Portal by clicking on the following link: https://procurement.opengov.com/portal/orlando

- You may also contact the Procurement and Contracts Division at (407) 246-2291 or visit us during normal business hours, to obtain award information and other documents at:

City of Orlando

Procurement and Contracts Division

400 South Orange Avenue, Fourth Floor

Orlando, Florida 32801

Please remember, email notification is provided as a courtesy to our Respondents, but it is the Respondent's responsibility to check with the City of Orlando's Portal at: https://procurement.opengov.com/portal/orlando for current solicitations and other procurement information.

We appreciate your interest in doing business with the City of Orlando.

3.2. CONTRACT TERM

It is the intent of the City to award a Contract for a three (3) year term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be renewed for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

3.3. SCHEDULE

The Timeline Section of this solicitation contains the scheduled calendar of events with important dates and times for this Solicitation. Dates and times are subject to change by the City's Chief Procurement Officer (CPO) or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these

dates or times prior to the Solicitation Due Date, the change will be announced via an addendum.

4. SCOPE OF WORK

4.1. GENERAL

The City of Orlando is inviting bids from qualified automotive service providers to establish a Contract for Emergency Vehicle repairs, as listed on the Bid Price Form. The City's fleet, relevant to this solicitation, consists of Emergency Vehicles in light, medium, and heavy-duty classification. Other models or vehicle types may be added or deleted in the future, as required, by Contract Amendment. Contract Amendments must be signed by the Contractor and the City's Chief Procurement Officer or designee before work on such added equipment can take place.

4.2. Scope of Work

A. The Contractor shall provide all labor, material, equipment, supplies, and transportation necessary for the performance of repairs and maintenance.

B. All work assigned during the term of the Contract shall be strictly on an "as needed" basis. The Contractor shall assume no guarantees as to the amount of work allocated to the Contractor during the term of the Contract. Should multiple Contracts result from this solicitation, the City reserves the right to allocate work based on workloads and capabilities determined at the sole discretion of the City.

C. Estimated quantities are based upon previous usage and estimated needs for a twelve-month period. These quantities are only given as a guideline for preparing a bid and should not be construed as representing actual quantities to be repaired and maintained.

4.3. QUALIFICATIONS

A. All repair and maintenance work on light, medium, and heavy-duty trucks shall be performed by technicians with both A.S.E. Certification and EVTCC certification, or equivalent qualifications. The City reserves the right to define what is an equivalent qualification, at its sole discretion.

B. The Bidder shall submit both A.S.E. Certification and EVTCC certification, or equivalent qualifications, prior to bid award. If there are any changes in technicians or if there are any new technicians being hired, the Contractor shall provide documentation to the City.

C. Bidders shall provide their Motor Vehicle Repair Registration Certificate and Occupational License (as applicable) prior to award of a Contract. Failure to provide required documentation may be cause for rejection of bids.

D. The Contractor's Local Service Facility (or Principal Place of Business if the same), as indicated on the Vendor Questionnaire, shall be located within a twenty (20) mile radius from the City's Fleet Management Division, located at 1010 S. Westmoreland Dr., Orlando, FL.

E. The Contractor's facility shall have adequate provisions for the secured storage of City vehicles when in the possession of the Contractor. Adequate provisions shall include at

a minimum: secured fencing of adequate height, security lighting, and alarms guards or remote monitoring. The City reserves the right to inspect storage provisions prior to award of a Contract, and at any time during a Contract, and determine adequacy, at the sole discretion of the City. Failure to meet these requirements may be cause for rejection of bids or cancellation of a Contract.

F. It is expected that the Contractor shall give prompt and convenient service to the City to the best of their ability, barring unforeseen circumstances, failure to do so may be cause for termination of a Contract.

4.4. WORK ORDER ISSUANCE AND APPROVAL PROCESS

A. Whenever the City deems it necessary to have repair or maintenance work performed on any City vehicle, a Work Order shall be created by the City for the work. The Contractor shall be notified verbally (followed up in writing within twenty-four hours) or in writing, of the work to be performed. In some cases, a Work Order may be issued via telephone, using the City's Pro Card (credit card) for payment.

B. The City shall provide a complete verbal (followed up in writing within twenty-four hours) or written description of the work to be performed, to the best of its ability. The Contractor, being a vehicle repair and maintenance professional, is expected to have knowledge of what information must be taken into consideration to produce a high-quality job, and request additional information from the City when necessary.

C. After receiving verbal (followed up in writing within twenty-four hours) or written notification of the work to be performed, the Contractor shall have one (1) normal business day in which to inspect the vehicle and submit a written quotation for the work to the City. This written quotation must be in accordance with this Solicitation and resulting Contract. (Quotations may not include items not covered under the scope of the Contract). If the Contractor fails to respond in one (1) normal business day, the work may be awarded to another Contractor by the City.

D. After receiving a written quotation, the City shall verify the work recommended by the Contractor and if necessary, point out any discrepancies that shall be corrected by the Contractor. A revised written quotation shall be submitted to the City by the Contractor in such cases.

E. After verification of the written quotation by the City, and after receiving the City's verbal (followed up in writing within twenty-four hours) or written approval of the written quotation, the Contractor shall start the work within one (1) normal business day, and thereafter, have two (2) normal business days to complete the work. Total downtime acceptable, after receiving the City's verbal (followed up in writing within twenty-four hours or written approval of the written quotation, including pick-up and delivery) shall be three (3) normal business days. If the Contractor does not meet the agreed downtime, the City reserves the right to have the vehicle(s) returned to the Fleet Management Division or to another location designated by the City.

F. If (in the Contractor's judgment) any additional downtime is required exceeding three (3) days, the Contractor shall notify the City in writing of such requirements within one (1) normal business day of picking up the vehicle(s) from the City. The Contractor shall provide good and sufficient reasons for requesting additional downtime. The City, at its sole discretion, may elect to grant the Contractor additional downtime award the work to another Contractor, or have the Contractor return the vehicle to the City.

G. When picking up vehicles from the City, if it becomes necessary, it is the Contractor's responsibility to tow the vehicle, at the Contractor's expense.

H. Except as may be directed otherwise, the Contractor shall deliver repaired vehicles to the Fleet Management Division, 1010 S. Westmoreland Dr. Orlando, FL.

4.5. ADDITIONAL WORK

A. The Contractor shall not perform, or bill the City for, any additional work not listed on the original approved written quotation, without receiving the City's prior approval in writing. The Contractor shall submit to the City a supplemental written quotation, referencing the original approved written quotation, detailing the need for additional work, clearly itemizing the price and indicating any additional downtime required to perform the additional work.

B. After receiving a supplemental written quotation, the City shall verify the additional work recommended by the Contractor and if necessary, point out any discrepancies that shall be corrected by the Contractor. A revised supplemental written quotation shall be submitted to the City by the Contractor in such cases.

C. After verification the supplemental written quotation by the City, and after receiving the City's verbal (followed up in writing within twenty-four (24) hours) or written approval of the supplemental written quotation, the Contractor shall commence the additional work.

D. Additional work approved by the City shall be invoiced on one final invoice (along with the originally approved work itemized separately and the additional work clearly identified as approved additional work.

4.6. MATERIAL REQUIREMENTS

A. The City prefers to purchase OEM parts. All materials used for the repair and maintenance of City vehicles shall be in new condition.

B. Aftermarket, rebuilt, remanufactured, or exchange parts may be acceptable, with prior written approval by the City before making any repairs, provided they come with warranties equal to the new part warranties as specified in Section VII, below. The Contractor shall be required to honor the bid pricing and Contract Specifications for such purchases.

C. The Contractor may be required to furnish the complete current manufacturer's price list and any parts catalog(s) that may be required by the City.

D. An adequate local stock parts and adequate facilities must be maintained at the Contractor's place of business to assure the City of prompt service. The City reserves the right to inspect the Contractor's inventory of parts and facilities prior to award of a Contract and at any time during the Contract. Failure to meet the City's requirements may be cause for rejection of a bid or cancellation of a Contract at the City's sole discretion.

4.7. WARRANTIES

A. The Contractor shall warrant that all work shall be performed in accordance with the Specifications and be of the highest quality.

B. The warranty for equipment and parts provided during repair and maintenance work, found to be defective or not in conformity to the Specifications, shall be for the manufacturer's warranty period, or thirty-six (36) months, 36,000 miles, whichever is greater, to include the parts, labor, pick-up, and delivery.

C. The warranty for Preventive Maintenance (PM) items, and normal wear items such as batteries, belts, bulbs, and tires, provided during repair and maintenance work, found to be defective or not in conformity to the Specifications, shall be for the manufacturer's warranty period.

D. The Contractor, in addition to all other warranties, shall be responsible for faulty labor and workmanship and shall promptly correct improper work, without cost to the City, within a reasonable time after receipt of notification of such faulty labor and workmanship or reimburse the City for all costs related to the faulty labor and workmanship. Payments in full or otherwise, do not constitute a waiver of this warrantee. This warranty period shall be effective for one (1) year after acceptance of the work by the City, at a minimum.

E. The Contractor shall warranty equipment or parts supplied to the City as wholesale parts which are found to be defective or not in conformity to the Specifications. The City reserves the right to cancel any orders and return such equipment or parts to the Contractor, at the Contractor's expense, with no restocking or shipping charges.

F. The Contractor shall provide detailed documentation of all non-warranty work, and all warranty work performed for the City, in a written and electronic format.

4.8. PRICING

A. The labor rate/hours shall be based on a fixed rate per hour. Hours charged shall be based on a published labor rate standard such as Mitchell or Alldata, or actual job hours, with prior verbal (followed up in writing within twenty-four (24) hours) or written approval from Fleet Management.

B. Shop supplies and/or environmental fees required to complete maintenance or repairs which are not parts, shall be charged at no greater than 2% of the total invoice and shall not exceed $50.00 per invoice.

C. The parts percentage mark-up shall be based on the Contractor's bid fixed percentage above the Contractor's actual cost of parts obtained through competitive pricing. The City reserves the right to verify pricing with the Contractor's supplier. Written documentation of the Contractor's cost and the Contractor's supplier for parts sold to the City shall be provided to the City within seven (7) business days upon Contractor's receipt of such request by the City.

D. Oils and lubricants shall be defined as parts and shall be subject to the Contracted parts pricing.

E. The City shall not be charged shipping costs for Contractor stocked items, Contractor stocked items which are 'out of stock' or for non-stock items which are available through a local inventory network, for items provided as part of repair and maintenance or wholesale parts purchases.

F. Shipping charges for non-stock items which are not available through a local inventory network, special order items or items shipped with expedited delivery at the City's request, shall be estimated and itemized on the quotation provided to the City for such items and shall require prior verbal (followed up in writing within twenty-four (24) hours) or written approval by the City.

G. Bidders are not required to bid on all groups however, all items within each group bidding must include a price

5. STANDARD TERMS AND CONDITIONS

5.1. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR SUBMITTAL PROCESS

A. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this solicitation.

B. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation).

1. Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a Respondent or potential Respondent (or on a Respondent or potential Respondent's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation.

2. During the prohibited communication period, all contacts and communications regarding the solicitation by a Respondent, or potential Respondent, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer.

3. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a Respondent or potential Respondent under the City's Procurement Code.

C. Any questions by a Respondent relative to the interpretation of specifications or the submittal process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten (10) days prior to the date set for the

receipt of submittals. Any interpretation made to prospective Respondent with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective Respondents no later than five (5) days before the date set for receipt of submittals. Oral answers and written answers not answered in an Addendum issued by the Procurements and Contracts Division will not be binding.

D. Openings shall be public, on the date and at the time specified on the Solicitation, with the total submittal amount being read aloud. It is the Respondents responsibility to assure that their submittal has been entered online no later than the due date and time of the opening. The Respondent's name and verification of bond submittal, if applicable, will be publicly announced aloud at the opening.

5.2. RESPONDENT QUALIFICATION

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

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

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

5.3. ALTERATIONS/CHANGES TO PRICE FORM(S)

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

5.4. ADDENDA

It is the Respondent's responsibility to contact the Procurement and Contracts Division prior to submitting a response to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the response, if applicable. All

addenda information will be posted on the City's website (https://procurement.opengov.com/portal/orlando). The failure of a Respondent to submit acknowledgment of any Addenda that affects the price(s), is considered a major irregularity and will be cause for rejection of the response.

5.5. UNBALANCED PRICING

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

5.6. WITHDRAWAL

After opening, no changes in prices or other provisions shall be permitted. Respondents may withdraw or correct a submittal prior to the stipulated date and time for the opening of the Solicitation.

5.7. SELECTION/REJECTION OF OPTIONS

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

5.8. IRREVOCABLE OFFER

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

5.9. QUANTITIES

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

5.10. RESPONDENT'S CERTIFICATION FORM

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

5.11. SUBMITTALS

Submittals shall be submitted utilizing the form(s) provided herein. All submittals shall be properly executed with all blank spaces filled in. The signatures of all persons signing

shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the submittal. If the unit price and the total amount provided by a Respondent for any item are not in agreement, the unit price alone shall be considered as representing the Respondent's intention, and the totals shall be corrected to conform thereto.

5.12. INSPECTION, ACCEPTANCE, AND TITLE

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Respondent.

5.13. EXCEPTIONS TO TERMS AND CONDITIONS

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

5.14. SPECIFICATIONS

A. The specifications shown in the Invitation for Bid are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written specifications that are accurate and nonrestrictive for submittal purposes, they may also reference an item by manufacturer's name and model number. Respondents are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division at the address on the cover of this solicitation no later than ten (10) days prior to the opening.

B. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.

C. In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Respondent proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the Respondent. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective Respondent articles that will be satisfactory. Submittals on other makes and catalogs will be considered provided each

respondent clearly states in their submittal exactly what he proposes to furnish and forwards with their submittal a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by their submittal. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the Respondent proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the submittal, the successful contractor after award and before manufacture or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

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

E. The equipment herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with submittal.

F. Respondents may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment quoted, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

5.15. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

5.16. PRICES AND TERMS

All prices must be firm for the delivery schedule quoted herein. All prices shall be F.O.B. Destination delivered to any City of Orlando Department unless otherwise stipulated in the Solicitation.

5.17. TAXES

The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.

5.18. POLITICAL SUBDIVISIONS

Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.

5.19. MISTAKES

Respondents are expected to examine the specifications, delivery schedules, prices, and all instructions pertaining to supplies and services. Failure to do so will be at the Respondent's risk.

5.20. SAFETY STANDARDS

Unless otherwise stipulated in the Solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

5.21. MARKING

Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the Respondent and must also clearly indicate the City of Orlando Purchase Order Number and/or City Contract Number.

5.22. INVOICING AND PAYMENT

The Contractor shall be paid in accordance with Florida Statutes, upon submission of invoices to: AP_Invoices@orlando.gov or PO Box 4990, Orlando, FL 32802-4990. Invoices are to be billed at the prices stipulated on the purchase order and/or as outlined in this solicitation. All invoices must show the Purchase Order Number and/or City Contract Number.

5.23. DISCOUNTS

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

Respondent is requested to offer price discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.

5.24. PROMPT PAYMENT ACT

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

A. Proper Invoice

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

   a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);

   b. the unit pricing, quantity and total amount due in accordance with the contract terms and conditions and applicable discount(s);

   c. the full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;

   d. the Purchase Order or contract number as supplied by the City; and

   e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.

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

B. Dispute Resolution

In the event a dispute occurs between a Contractor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the

other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

5.25. INSPECTION OF PUBLIC RECORDS

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

5.26. IRREGULAR SUBMITTALS

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

5.27. CONTINGENT FEES

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

5.28. EVALUATION OF AWARD

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

5.29. AWARD OR REJECTION OF SUBMITTALS

The City's Chief Procurement Officer reserves the right to accept any, all or part of any submittal, to waive minor irregularities, or to reject any, all or part of any submittal, and to advertise for new opportunities, as the interest of the City may require. The City's Chief

Procurement Officer also reserves the right to reject the submittal of a Respondent who has previously failed to perform properly or complete on time contracts of a similar nature, or a submittal of a Respondent who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

A. The ability, capacity, and skill of the Respondent to perform the service required.

B. Whether the Respondent can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

C. The character, integrity, reputation, judgment, experience, and efficiency of the Respondent.

D. The quality of performance of previous contracts or services.

E. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service.

F. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service.

G. The quality, availability, and adaptability of the supplies, or services, to the particular use required.

H. The ability of the Respondent to provide future maintenance and service for the use of the subject of the contract.

I. Whether the Respondent is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the Respondent's taxes or assessments are delinquent.

J. Such other information as may be relevant or secured.

5.30. AWARDS

As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any or all submittals or waive any informality or technicality in submittals received.

5.31. MULTIPLE AWARDS

The City reserves the right in its sole discretion after evaluation of all responsive submittals, to award the work described herein to more than one responsive and responsible Respondent. In such cases where an award is made to more than one responsive and responsible Respondent, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum

amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

5.32. PRICING AND ORDERING

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

5.33. RETURN OF PRODUCTS/EQUIPMENT

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

5.34. FAMILIARITY WITH SITE WORK AND CONDITIONS

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

5.35. RIGHT TO AUDIT RECORDS

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

5.36. ASSIGNMENT

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

5.37. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

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

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

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

5.38. APPLICABLE LAW AND APPEALS

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH7PRCO or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

5.39. WARRANTY

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

cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

5.40. CONTRACT AND ACCEPTANCE FORM

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

Successful Respondent who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security, if applicable, to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

A. If the Contractor is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).

B. If Contractor is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.

C. If the Contractor is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.

D. If Contractor is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other

representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246- 2291 for further clarification.

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

5.41. ACCEPTANCE OF MATERIALS/SERVICES

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

5.42. CONTRACT ALTERATIONS

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

5.43. INDEMNIFICATION

The awarded Respondent agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

5.44. INSURANCE

A. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded Respondent has coverage in accordance with the requirements set forth herein. Insurance

coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

B. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

C. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and their subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-

furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the Solicitation.

D. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation, Employers' Liability and any Professional Liability Policy shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

E. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.

F. Types of Coverage to be Provided. Insurance will be provided by the Contractor as may be required by the Special Conditions. If required, the awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

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

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

2. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional

insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

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

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

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

4. Commercial Crime. Prior to performance as a result of award of this solicitation, the Contractor shall secure and maintain Commercial Crime Insurance or the equivalent covering all of Contractor’s employees engaged in work as specified herein or having access to City buildings.

   - The Commercial Crime Policy, with endorsement CR04010300 covering client’s property shall provide a minimum coverage of $300,000 per employee/owner per occurrence and shall remain in effect for the entire contract period and any subsequent renewals. Evidence of required Commercial Crime Insurance shall be submitted to the Procurement and Contracts Division prior to commencing work.

- It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine, in advance of their submission, the availability and cost of this required insurance and related endorsement.

5. Installation Floater. Contractor shall purchase and maintain property insurance for the work at the site, including the value of any City supplied materials and equipment in the amount of the full replacement cost thereof up to the value of the contract. This coverage shall be written on an all risk basis and shall provide coverage for physical loss or damage to the equipment on site, in transit and while temporarily in storage at the site or off site. Coverage shall also be provided for performance testing, and shall be maintained in effect until final payment is made unless otherwise agreed to in writing by the City. This policy shall include the interest of the City who is deemed to have an insurable interest and shall be listed as a named insured.
6. Professional Liability. The Contractor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of $1,000,000, with a maximum deductible of $100,000 per claim and in the annual aggregate, or the Contractor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured Contractor. The errors and omissions policy shall be in effect and shall insure the Contractor's performance on City projects.
7. Cyber Liability Coverage. To the extent that the Contractor/Supplier provides software, hardware, software or system development, consulting services, Internet/Application Service Provided services (e.g., outsourced functions such as web-hosting), or any other technology service, Technology Errors & Omissions (or technology professional liability coverage) insurance, including coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of the Contractor's/Supplier's products or services with limits of not less than $10,000,000 per occurrence.
    - If the Contractor/Supplier has access to Confidential Information, Privacy and Network Security (sometimes otherwise known as Cyber Liability) coverage which includes providing protection against liability do (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer

systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from the loss or disclosure of confidential data with coverage limits of not less than $10,000,000.00 per occurrence.

8. Garage Keepers Liability. Garage Liability Insurance in the amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage endorsed to include: a. Automobile Service Operations; and b. Garage keepers legal liability.

9. Contractors Pollution Liability Insurance: Contractor shall obtain and maintain in effect during the term of the contract, Contractors Pollution Liability Insurance, written on an occurrence basis, covering the contractors and any subcontractors thereof liability for bodily injury, property damage, and environmental clean up costs resulting from “sudden accidental” or “gradual” pollution events, all arising out of the work or services including the transportation risk to be performed under this contract. Combined single limit per occurrence shall not be less than $1,000,000. Annual aggregate limit shall not be less than $2,000.000.

5.45. EQUIPMENT

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

5.46. LICENSES

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

5.47. PUBLIC ENTITY CRIMES

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

5.48. PAYMENT OF SUBCONTRACTORS (FOR CONSTRUCTION PROJECTS ONLY)

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

5.49. AFFILIATED AGENCIES

This solicitation is issued by the City of Orlando on behalf of itself and its affiliated agencies, including but not limited to the Community Redevelopment Agency of the City of Orlando ("CRA"), the Downtown Development Board ("DDB"), and the Downtown South Neighborhood Improvement District ("DSNID") (each an "Affiliated Agency"). Upon the written agreement of the Contractor and an Affiliated Agency (or upon the issuance of a Purchase Order by an Affiliated Entity in circumstances where the City places orders by Purchase Order), Contractor shall provide such goods and/or services as set forth in this solicitation to an Affiliated Agency upon the same pricing, terms, and conditions set forth in the Contract between the City and Contractor, unless otherwise agreed in writing by the Contractor and the Affiliated Agency. Except as may otherwise be expressly provided in the agreement or Purchase Order authorizing the acquisition of the goods or services, (i) the procuring Affiliated Agency shall be solely responsible for all obligations and duties, and shall have all rights of the City, with respect to the goods or services procured by the Affiliated Agency; and (ii) Contractor shall look solely to the procuring Affiliated Agency for payment and the performance of any and all other obligations for goods or services contracted for by a procuring Affiliated Agency. With respect to work performed for an Affiliated Agency, actions may be taken on behalf an Affiliated Agency by the Chief Procurement Officer of the City of Orlando, or their designee(s).

5.50. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

5.51. TERMINATION FOR CONVENIENCE

The City’s Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of

such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

5.52. TERMINATION FOR DEFAULT

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

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

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

5.53. AMERICANS WITH DISABILITIES ACT

Notwithstanding any provision of this solicitation to the contrary, persons with disabilities needing a special accommodation to submit a submittal/response or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246-2291, not later than seven (7) days prior to the submittal date for accommodations

related to the submittal, or seven (7) days prior to the date on which any other accommodation is needed.

5.54. PURCHASING CARD PROGRAM

The City of Orlando uses a Visa purchasing card program to streamline our procurement process. In order to expedite payments to suppliers the J.P. Morgan Purchasing Card program and Virtual Card solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing, and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the Virtual Card solution.

Identified supplier benefits of this program are:

- Get paid faster – Virtual card payments will be made after invoice approval, ACH will be net 30, and check net 45
- Improve Days Sales Outstanding (DSO)
- Electronic payment that eliminates the cost of processing checks
- Payment within 48 hours
- Improve cash flow
- Increased working capital
- Reduced collection efforts and administrative expenses
- Enhanced corporate relationships
- Enhanced reporting
- Increased sales as a "Preferred Supplier"
- Streamlined reconciliation with remittance details included with electronic payment in email notification
- Lower carrying costs
- Less paper/manual work
- Dedicated supplier portal to view status of receivables

5.55. EMERGENCY SUPPORT

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the

citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

5.56. SUBCONTRACTORS

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

5.57. PRICING

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

5.58. GOVERNING LAW / VENUE

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract.

5.59. FLORIDA PUBLIC RECORDS LAW

To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK,RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

5.60. RECYCLED CONTENT

In support of the Florida's waste management laws, Respondents are encouraged to supply with their submittal, any information available regarding recycled material content in the products being offered. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled

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

If the specifications contained herein require the use of recovered materials, by submitting a submittal or response to this solicitation, a respondent agrees and certifies that it will meet such requirement. Upon the conclusion of any contract resulting from this solicitation requiring the use of recovered materials, the Contractor shall submit to the City's project manager for the work a statement regarding the actual percentage of recovered materials utilized in the completion of the contract.

5.61. LIVING WAGE POLICY

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only for non-construction, all tiers for construction), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) "Living wage" means compensation for employment of not less than $15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Unless amended by the parties, the applicable Living Wage rate in effect when the solicitation is issued shall be applicable for the entire term of the resulting contract, including any renewals. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Respondent shall allow the City to audit (at Respondent's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all awards for services which involve City expenditures that exceed $100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City expenditures exceed $100,000.00 in any one Contract year. As for multiple award Contracts (Contract award which will be divided among several Contractors), at the point when the City has expended $100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several, then the living wage provision shall apply to all Contractors who are a party to that award. For those Contracts whose initial value was less than $100,000.00 but exceeded $100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

5.62. ORDER OF PRECEDENCE

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

5.63. PATENTS AND COPYRIGHTS

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

5.64. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City’s Chief Procurement Officer may at the CPO’s discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

5.65. CORRECTION OF WORK

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

5.66. INFORMATION

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

5.67. SAFETY MEASURES

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

5.68. EXTRA WORK

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

5.69. TITLE AND RISK OF LOSS

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

5.70. FEDERAL, STATE, AND LOCAL RULES / APPROVALS

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

rules, and regulations, for the proper execution and completion of the Work under this Agreement. Lack of knowledge by the Respondent will in no way be cause for relief from responsibility.

5.71. MISCELLANEOUS PROVISIONS

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

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

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

5.72. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

A. Any amount if, at the time of bidding/participating on, or entering into, or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

B. One million dollars or more if, at the time of bidding/participating on, or entering into or renewing such contract, the company:

    1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or

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

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

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid/participate on, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid/participate on, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

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

5.73. FAVORED CUSTOMER CLAUSE

Should the awarded Respondent (also referred to hereinafter as “Contractor”), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State

of Florida, at a lower price than the price listed in this solicitation, the awarded Contractor agrees to extend that same discounted price to the City of Orlando.

5.74. DRUG FREE WORKPLACE

By submitting a submittal/response in response to this Request for Quotation, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

5.75. NON-DISCRIMINATION

Contractor shall:

A. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

B. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

C. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

5.76. EMPLOYMENT ELIGIBILITY

Employment Eligibility; E-Verify System. Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. Of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no

liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 488.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

5.77. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING

Pursuant to Section 287.05701 of the Florida Statutes, vendors are notified that the City as a local government in Florida, is prohibited from requesting documentation of or considering a vendor's social, political, or ideological interests when determining whether a vendor is a responsible vendor, and from giving a preference based upon such interests.

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

6. SPECIAL TERMS AND CONDITIONS

6.1. AUTOMATED ORDER ENTRY SYSTEM

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

6.2. CONDITION AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new (current production model at the time of this solicitation, unless otherwise specified). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

6.3. AVAILABILITY OF PARTS/SERVICE FACILITIES

The City of Orlando reserves the right to consider the availability of parts and service facilities for the equipment offered. The failure of the Respondent to maintain a sufficient line of parts to service the equipment may be cause for rejection of the submittal/response.

6.4. REPORTING

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

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

- Total purchase amount for the quarter

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

Failure to provide reports may be grounds for default and /or cancellation of the Contract.

6.5. LOCAL REPRESENTATIVES

Your firm must be able to provide a local representative for service and technical assistance on an "as needed basis."

6.6. RECIPROCAL LOCAL PREFERENCE

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

6.7. INSURANCE REQUIREMENTS

For this Bid, the following types of insurance that are checked are required. For details, please refer to Section 5.44 of the Standard Terms & Conditions.

- Workers Compensation and Employer’s Liability
- Comprehensive Automobile Liability
- Commercial General Liability
- Garage Keepers Liability

7. VENDOR QUESTIONNAIRE

The following questionnaire is to be completed by the Respondent. The Respondent warrants its response to this Solicitation to be fully disclosed and correct.

Compliance with all requirements will be solely the responsibility of the Respondent. Failure to provide requested information may result in disqualification of response.

If a question is not applicable, so indicate by writing “N/A”

7.1. DUNS Number (Dun & Bradstreet)*
*Response required

7.2. Experience: *
Years in Business:

Maximum response length: 10 characters

*Response required

7.3. Experience: *
Years in business under this name:

Maximum response length: 10 characters

*Response required

7.4. Experience: *
Years performing this type of work:

Maximum response length: 5 characters

*Response required

7.5. Local Service Facility, If Applicable*
Name of local service center.

*Response required

7.6. Local Service Facility, If Applicable*
Address of local service center. **(Please include City, County, and Zip code)**

*Response required

7.7. Local Service Facility, If Applicable*
Contact Name and telephone number:

*Response required

7.8. Discount Payment Terms (if any)?*
Provide percentage (%) of discount payment terms, if applicable.

Maximum response length: 5 characters

*Response required

7.9. Discount Payment Terms if paid within _____ days after receipt of invoice, if applicable.*

Enter number of days, if discount is applicable.

Maximum response length: 10 characters

*Response required

7.10. The City of Orlando offers the option to receive payments utilizing the J.P Morgan Visa Virtual Card solution. Which payment option would your company prefer for payment of all invoices? (check one)*

☐ J.P Morgan Visa Virtual Card solution (payment within 48 hours of invoice)
☐ ACH – Automated Clearing House (net 30)
☐ Check (net 45)
*Response required

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

☐ Yes
☐ No

*Response required

7.12. Recycled Content:

Please indicate the percentage _____% of recycled material contained in the supplied items, if applicable.

Maximum response length: 10 characters

7.13. Recycled Content:*

Is your product packaged/shipped in material containing recycled content?

☐ Yes
☐ No

*Response required

7.14. Recycled Content:*

Is your product recyclable after it has reached its intended end use?

☐ Yes
☐ No

*Response required

7.15. Authorized Signatories

The Respondent represents that the following persons are authorized to sign responses/submittals, and/or sign contracts and related documents to which the Respondent will be duly bound.

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the Respondent should provide with their response/submittal proof of authorization.

*7.15.1. Type in company's name**

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the Respondent should provide with their response/submittal proof of authorization.

*Response required

*7.15.2. Authorized Signatories**

Please Indicate Name or Names of Authorized Signatories.

*Response required

*7.15.3. Authorized Signatories**

Please Indicate Title or Titles of Authorized Signatories.

*Response required

*7.15.4. Authorized Signatories**

Please Indicate Principal or Authorized Authority.

*Response required

7.16. Required Forms

*7.16.1. ADDENDUM RECEIPT VERIFICATION**

Bidders must acknowledge all issued addenda by confirming below. Failure to acknowledge may result in a non-responsive bid.

The failure of a Bidder to submit/confirm acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

The undersigned acknowledges receipt of all issued addenda:

☐ Please confirm

*Response required

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

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed

on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

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

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

☐ Please confirm

*Response required

*7.16.3. References Form**

Please download the document below, complete, and upload.

- Attachment_A_-_References.pdf

*Response required

*7.16.4. Respondent's Certification Form**

Please download the below document, complete, sign, notarize, and upload.

- Attachment_B_-_Respondent's...

*Response required

*7.16.5. Contract and Acceptance Form**

Please download the document below, complete, signed, notarized, and upload.

- Attachment_C_-_Contract_and...

*Response required

*7.16.6. Conflict of Interest Disclosure Form **

Please download the below document, complete, sign, and upload.

- Attachment_D_-_Conflict_of_...

*Response required

*7.16.7. Confidential and/or Proprietary Information Exemption Form**
Please download the document below, complete, and upload.

- Attachment_E_-_Conf_&_Prop_...

*Response required

*7.16.8. Minority/Women Owned Business Enterprise Participation Form**
Please download the document below, complete, and upload.

- Attachment_F_-_MWBE_Form_(2...

*Response required

*7.16.9. Veteran Business Enterprise Participation Form**
Please download the document below, complete, and upload.

- Attachment_G_-_VBE_Form.pdf

*Response required

*7.16.10. The Vendor hereby represents, warrants, and certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. A completed Human Trafficking Affidavit should be included with your Submittal. A contract shall not be awarded to a Respondent who does not submit the form at the time of submittal or within seven (7) days of the date the City requests the form be submitted, if a Respondent fails to return the form with its response. **
Please download the below documents, complete, and upload.

- Attachment_H-Human_Traffick...

*Response required

*7.16.11. W-9 Form**
Upload signed copy of Respondent's most current W-9 .

*Response required

*7.16.12. Proof of Insurance**
Upload copy of Respondent's Certificate of Insurance.

*Response required

8. PRICING PROPOSAL

The City of Orlando Procurement and Contracts Division has implemented an electronic pricing system to streamline solicitation responses. All responsive Respondents to this solicitation must submit electronic submittals/responses. Paper responses will be deemed non-responsive.

Although the City generally awards contracts based on a "lump sum" basis to the responsive and responsible Respondent submitting the lowest total response/bid, the City may choose to award on a "per group" or "per item" basis. Therefore, Respondents must submit with their submittals, all pricing and clearly indicating which items are submitted and which are not. Failure to submit this information may render such submittals/responses non-responsive.

All prices must be firm for the delivery schedule quoted herein. All prices shall be F.O.B. Destination delivered to any City of Orlando Department unless otherwise stipulated in the Solicitation.

Bidders are not required to bid on all groups however, all items within each group bidding must include a price

GROUP ONE (1) REPAIR AND MAINTAINANCE OF LIGHT DUTY EMERGENCY VEHICLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Labor Rates	750	Per Hour		
2	Over Time Labor Rate	750	Per Hour		
3	Holiday Labor Rate	750	Per Hour		
4	Travel Rate	750	Per Hour		
5	Unit Transportation Flat Fee	750	Each		
TOTAL					

PERCENT MARKUP FOR PARTS AND MATERIALS OF LIGHT DUTY EMERGENCY VEHICLES

Line Item	Description	Unit of Measure	Percentage
6	Percent Markup for Parts and Materials	Percent	

GROUP TWO (2) REPAIR AND MAINTAINANCE OF MEDIUM DUTY EMERGENCY VEHICLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Labor Rates	750	Per Hour		
2	Over Time Labor Rate	750	Per Hour		
3	Holiday Labor Rate	750	Per Hour		
4	Travel Rate	750	Per Hour		
5	Unit Transportation Shop Flat Fee	750	Each		
TOTAL					

PERCENT MARKUP FOR PARTS AND MATERIALS OF MEDIUM DUTY EMERGENCY VEHICLES

Line Item	Description	Unit of Measure	Percentage
6	Percent Markup for Parts and Materials	Percent	

GROUP THREE (3) REPAIR AND MAINTAINANCE OF HEAVY DUTY EMERGENCY VEHICLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Labor Rates	750	Per Hour		
2	Over Time Labor Rate	750	Per Hour		
3	Holiday Labor Rate	750	Per Hour		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Travel Rate	750	Per Hour		
5	Unit Transportation Shop Flat Fee	750	Each		
TOTAL					

PERCENT MARKUP FOR PARTS AND MATERIALS OF HEAVY DUTY EMERGENCY VEHICLES

Line Item	Description	Unit of Measure	Percentage
6	Percent Markup for Parts and Materials	Percent	

9. ELECTRONIC PRICING FORM(S) INSTRUCTIONS

The City of Orlando Procurement and Contracts Division has implemented an electronic pricing system to streamline solicitation responses.

All responsive Respondents to this solicitation must submit electronic submittals/responses. Paper responses will be deemed non-responsive.

9.1. PRICING INSTRUCTIONS

A. Once you have logged into your OpenGov account, go to the solicitation in which you want to bid/participate on. Then click on “Draft Response,” complete the information requested, upload your bid/quote/submittal, along with all required attachments, and submit.

B. Unit prices for each item bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will prevail.

C. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible Bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, Bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages may render such bids non-responsive.

December 9, 2024

TO: **All Bidders**

FROM: Varun Desai, Purchasing Agent III
Procurement and Contracts Division

SUBJECT: Emergency Vehicle Sublet Repair
Transmittal of Addendum Number One (1)
IFB25-0009

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

A. WRITTEN QUESTIONS RECEIVED:

Question No. One (1):
Can you please confirm the brands of vehicles in your fleet? Additionally, can you share how many Ford's you have in your fleet?

Answer No. One (1):
The City has approximately fifty (50) Ford emergency vehicles in the City's Fleet Division.

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

Respondents must acknowledge all issued addenda, if any. Failure to acknowledge may result in a non-responsive submittal. Please acknowledge each addendum through the City's e-Procurement Portal, Open Gov.

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

Exhibit 3
City of Mount Dora
Insurance Requirements

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$2,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Contractor shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Contractor or anyone employed or utilized by the Contractor/Vendor/Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

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

☒ 4. Automobile Liability	**$ 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. Firm/Vendor/Proposer shall ensure that all subs, if applicable, comply with the same insurance requirements that he is required to meet. The same Firm/Vendor/Proposer shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

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

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

City of Mount Dora
Mount Dora, Florida

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

☒ 10. **Thirty (30) Days Cancellation Notice** required.

= = = =

Exhibit 4
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 the Nongovernmental Entity, and I am authorized to provide this Affidavit its behalf.
3. Neither the Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and attest that the statements made herein are true and are made for the benefit of and reliance by the Governmental Entity.

Authorized Signature

JCO Corproation
Entity

Michael Caines
Printed Name

Vice President
Title

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged and sworn before me by means of [X] physical presence or [ ] online notarization of Michael Caines, as Vice President of JCO Corporation, 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 n/a as identification, and who did/did not take an oath this 6 day of February, 2026.

(stamp)

NOTARY PUBLIC

Notary Public State of Florida
Terri L. Totty
My Commission HH 521541
Expires 4/28/2028

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

DATE: **February 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of the Agreement between the City of Mount Dora and Archer Company for Classification and Pay Study

Introduction:
This is a request for City Council approval of the agreement with Archer Company for the "Classification and Compensation Study."

Discussion:
The City currently employs approximately 230 full-time, 20 part-time, and 70 seasonal employees across a wide range of administrative, technical, clerical, and field service classifications. The City offers a comprehensive benefits package that includes health, dental, vision, and life insurance; retirement programs; and leave benefits.

To ensure the City's compensation practices remain competitive, internally equitable, and aligned with market standards among comparable Florida municipalities, the City is undertaking a Classification and Pay Study. This study will evaluate and update job classifications, compensation structures, job descriptions, and the overall compensation framework. The City's most recent classification and pay study was completed in 2021.

On November 3, 2025, the City issued RFP #26-GS-006 for these professional services. Nine proposals were received and evaluated by an Evaluation Committee on December 8, 2025. The initial scoring resulted in a tie for the third-ranked position. To ensure a thorough and comprehensive evaluation, the Committee conducted presentations and question-and-answer sessions with four firms: the two highest-ranked firms and the two firms tied for third place.

Following the final evaluation, Archer Company was ranked as the top-rated firm. On January 6, 2026, City staff presented the evaluation results to City Council, and Council approved the firm ranking and authorized staff to enter into negotiations with the top-ranked firm.

This agenda item requests City Council approval of the negotiated agreement with Archer Company to complete the Classification and Pay Study.

Budget Impact:
The adopted FY 2025-26 budget includes $85,000 in GL Account 001-1240-513.31-01 for this project. The proposed contract amount is $45,900, which is $39,100 under the budgeted amount.

Strategic Impact:
Strategic Initiative 5: Invest in Fiscal and Human Resources, Building a resilient foundation for enhanced financial performance and organizational excellence.

Goal 14: Retain and attract highly-qualified talent and provide succession planning.

Objective 14.1 -Develop and implement a robust recruitment strategy to attract diverse, highly qualified talent to the City workforce.

1. Implement HR technologies (ADP Implementation) to streamline hiring, onboarding, performance reviews, and payroll processes

Objective 14.2 -Introduce innovative retention strategies to reduce turnover and ensure continuity of critical roles.

1. Regularly assess employee engagement through surveys and feedback mechanisms, and act on results to improve workplace culture.
2. Continuously review and adjust compensation packages to ensure they remain competitive with the public and private sectors.
3. Create a clear, transparent structure for promotions and salary increases to enhance job satisfaction.

Recommendation:
City Council approve the agreement with Archer Company for the Classification and Pay Study; and authorize the City Manager to execute the agreement.

Attachment(s):
1. Archer Agreement

Prepared by: Jeanann Hand, City Clerk
Reviewed by:

Alan Cline, Director of Human Resources	Approved - 2/5/2026
Whitney Donovan, Purchasing Coordinator	Approved - 2/5/2026
Matthew Dodson, Budget Officer	Approved - 2/5/2026
Jennifer Gates, Finance Director	Approved - 2/5/2026
City Attorney, City Attorney	Approved - 2/10/2026
Jeanann Hand, City Clerk	Approved - 2/10/2026
Vince Sandersfeld, City Manager	Final Approval - 2/10/2026

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation, with an address of 510 N. Baker Street, Mount Dora, Florida 32757 (the "CITY"), and **THE ARCHER COMPANY, LLC**, a Foreign limited liability company, with an address of 7652 Sawmill Road, #295, Dublin, Ohio 43016 (the "CONSULTANT") (each individually referred to as a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, on November 3, 2025, the CITY issued RFP #26-GS-006 (the "RFP"), attached hereto as **Exhibit 1** and incorporated herein by reference, seeking a qualified firm to provide Classification and Compensation Study Services; and

WHEREAS, upon evaluation of all submittals received in response to the RFP, the CITY determined that the response, attached hereto as **Composite Exhibit 2** and incorporated herein by reference, submitted by CONSULTANT was determined to be one of the most advantageous, based on qualifications, experience, and ability to perform the required services; and

WHEREAS, the CITY has selected CONSULTANT to provide the services identified herein, and CONSULTANT is willing to provide such services under the terms and conditions of this Agreement.

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

This Agreement shall commence on the latest date of execution by the Parties and shall remain in effect until all services under this Agreement are complete.

SECTION 3. SCOPE OF SERVICES.

The CONSULTANT shall be responsible for performing the services described in **Exhibit 1** attached hereto. To the extent of any conflict between **Exhibit 1** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The CONSULTANT warrants and represents that that the services shall be free from faults and defects of design, material, and workmanship for a period of one (1) year from the date of final completion of the services. This warranty shall extend to all necessary costs of repairs and

replacements resulting from any such fault or defect of design, material, and/or workmanship. The CITY will promptly inform the CONSULTANT of any breach of warranty related to the services and the CONSULTANT agrees to promptly take all measures required to correct any faults or defects without cost to the CITY. In the event the CONSULTANT fails to properly meet its warranty obligations stated herein, the CITY may perform all or part of same or obtain substitute services and charge the CONSULTANT for those costs. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONSULTANT.

Obligations of the CONSULTANT shall include, but not be limited to, the following:

A. It is understood that the CONSULTANT 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 all claims or demands for any payment expected by virtue of this Agreement.

B. The CONSULTANT shall maintain adequate and competent staff and remain authorized to do business within the State of Florida. The CONSULTANT shall ensure that all its employees, agents, subconsultants, representatives, volunteers, and the like fully comply with all the terms and conditions set forth herein when providing services pursuant to this Agreement.

C. The CONSULTANT will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONSULTANT may subcontract the services requested by the CITY; however, the CONSULTANT is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The CONSULTANT 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 CONSULTANT agrees that the CONSULTANT will exercise that degree of care, knowledge, skill, and ability as any other similarly situated consultants possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONSULTANT shall perform the services requested in an efficient manner consistent with the CITY's stated objectives and standards.

B. The CONSULTANT covenants and agrees that it and its employees, agents, subconsultants, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

A. As full consideration for the provision of the services under this Agreement, the CITY shall pay the CONSULTANT a fee not exceeding Forty-Five Thousand Nine Hundred Dollars ($45,900.00), as reflected in the fee schedule set forth in **Composite Exhibit 2**. Payment for services completed by the CONSULTANT shall be governed by and made in accordance with the Florida Local Government Prompt Payment Act (Fla. Stat. § 218.70 *et seq.*). To the extent of any conflict between **Composite Exhibit 2** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. The 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 forgo use of the CONSULTANT 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 CONSULTANT, the CITY reserves the right to withhold any amounts due until such time as the CONSULTANT has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONSULTANT.

SECTION 8. TERMINATION.

The CITY may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party. In the event of termination, payment due to CONSULTANT will be pro-rated for work performed.

SECTION 9. 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 CONSULTANT, the CITY shall compensate the CONSULTANT 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 CONSULTANT, or at the written request of the CONSULTANT, the CITY shall compensate the CONSULTANT 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 CONSULTANT.

SECTION 10. INSURANCE.

A. The CONSULTANT shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONSULTANT 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 CONSULTANT,
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 CONSULTANT 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 CONSULTANT's obligation to fulfill the insurance requirements specified herein.

E. The CONSULTANT shall ensure that any subconsultant(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 CONSULTANT shall maintain proof of same on file and made readily available upon request by the CITY.

F. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT and/or subconsultant 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 11. CITY OBLIGATIONS.

At the CONSULTANT's request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONSULTANT in providing and performing the required services.

SECTION 12. 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 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public

records upon completion of the contract, the CONSULTANT 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 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONSULTANT, its employees, subconsultants, 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 CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The CONSULTANT, 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 17. COMPLIANCE WITH ALL LAWS.

The CONSULTANT, 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 18. INDEMNIFICATION.

The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, subconsultants, representatives, volunteers or the like. The CONSULTANT agrees to indemnify and hold the CITY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, subconsultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONSULTANT waives any and all right or opportunity to contest the

enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONSULTANT 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 CONSULTANT shall be appointed in any proceeding brought by or against the CONSULTANT, or if the CONSULTANT shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONSULTANT's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONSULTANT upon the express written consent of the CITY.

SECTION 22. 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 23. 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 24. 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 CONSULTANT.

All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONSULTANT 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

CONSULTANT: The Archer Company, LLC.
7652 Sawmill Road, #295,
Dublin, Ohio 43016

SECTION 25. 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 26. 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 27. 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 CONSULTANT shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONSULTANT warrants that the CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that the CONSULTANT 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 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, subconsultant, 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 30. 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 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 33. 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 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONSULTANT 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 CONSULTANT shall require any and all subconsultants 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 subconsultant shall provide an affidavit to the CONSULTANT stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the CONSULTANT 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 CONSULTANT's breach of this provision, any and all such costs shall be paid by the CONSULTANT 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 35. SCRUTINIZED COMPANIES.

Pursuant to § 287.135, *Florida Statutes*, CONSULTANT hereby certifies that CONSULTANT is not on the Scrutinized Companies or Other Entities that Boycott Israel List and is not engaged in a boycott of Israel. CONSULTANT further agrees that CONSULTANT will not subcontract with any entity that is on the Scrutinized Companies or Other Entities that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." CONSULTANT certifies that none of CONSULTANT's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies or Other Entities that Boycott Israel List or engaged in a boycott of Israel. In the event CONSULTANT, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies or Other Entities that Boycott Israel List or engages in a boycott of Israel during the term of this Contract, CONSULTANT shall immediately notify the CITY. CONSULTANT acknowledges that failure to comply with this provision, including any false certification, may subject CONSULTANT to civil penalties, termination of the Contract, and other remedies available under the law.

SECTION 36. HUMAN TRAFFICKING AFFIDAVIT.

CONSULTANT hereby certifies that CONSULTANT does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that CONSULTANT has provided to the CITY the Human Trafficking Affidavit, attached hereto and included within **Composite Exhibit 2**, and incorporated herein by reference.

SECTION 37. 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 38. ATTACHMENTS.

The CONSULTANT hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the CITY as part of the CONSULTANT's response to the CITY's solicitation for the Agreement. All such attachments are hereby ratified and if the CONSULTANT 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]

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2026.

CITY OF MOUNT DORA

_____
Vince Sandersfeld, City Manager

ATTEST:

_____
Jeanann Hand, City Clerk

CONSULTANT

By: James Battaglia

Print: James Battaglia

Title: President

STATE OF FLORIDA Ohio
COUNTY OF Franklin

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of An Agreement, as President, of Archer Company, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Consultant, and who is personally known to me or who produced Ohio Drivers License as identification, and who did/did not take an oath this 10th day of February, 2026.

(stamp) NOTARY PUBLIC STATE OF OHIO

MUNAWWER A KHAN
Notary Public
State of Ohio
My Comm. Expires
August 21, 2027

_____
NOTARY PUBLIC, State of Florida Ohio

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

DATE: **February 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of the Commercial Contract to Sell the Property Located at 34934 Thrill Hill Road

---

Introduction:
This is a request for Council to approve a commercial contract for the sale of City-owned property at 34934 Thrill Hill Road.

Discussion:
The subject property consists of approximately 35.75 acres and was acquired by the City in 2010 for a potential reclaimed water reservoir project (Vicinity Map – Attachment 1). Following due diligence, the reservoir concept was determined to be infeasible, and the City has no current or planned operational need for the site. On October 21, 2025, City Council declared the property surplus pursuant to Resolution No. 2025-41.

The City's retained real estate broker has received an offer at the appraised value of $899,000.

Budget Impact:
This will add $899,000 (less than the broker's commission) to the water fund (421).

Strategic Impact:
Strategic Initiative 5: Invest in Fiscal and Human Resources
Building a resilient foundation for enhanced financial performance and organizational excellence.
Goal 13: Identify and seek alternative funding sources

Recommendation:
City Council approve the Commercial Contract to sell the property located at 34934 Thrill Hill Road, Eustis, Florida.

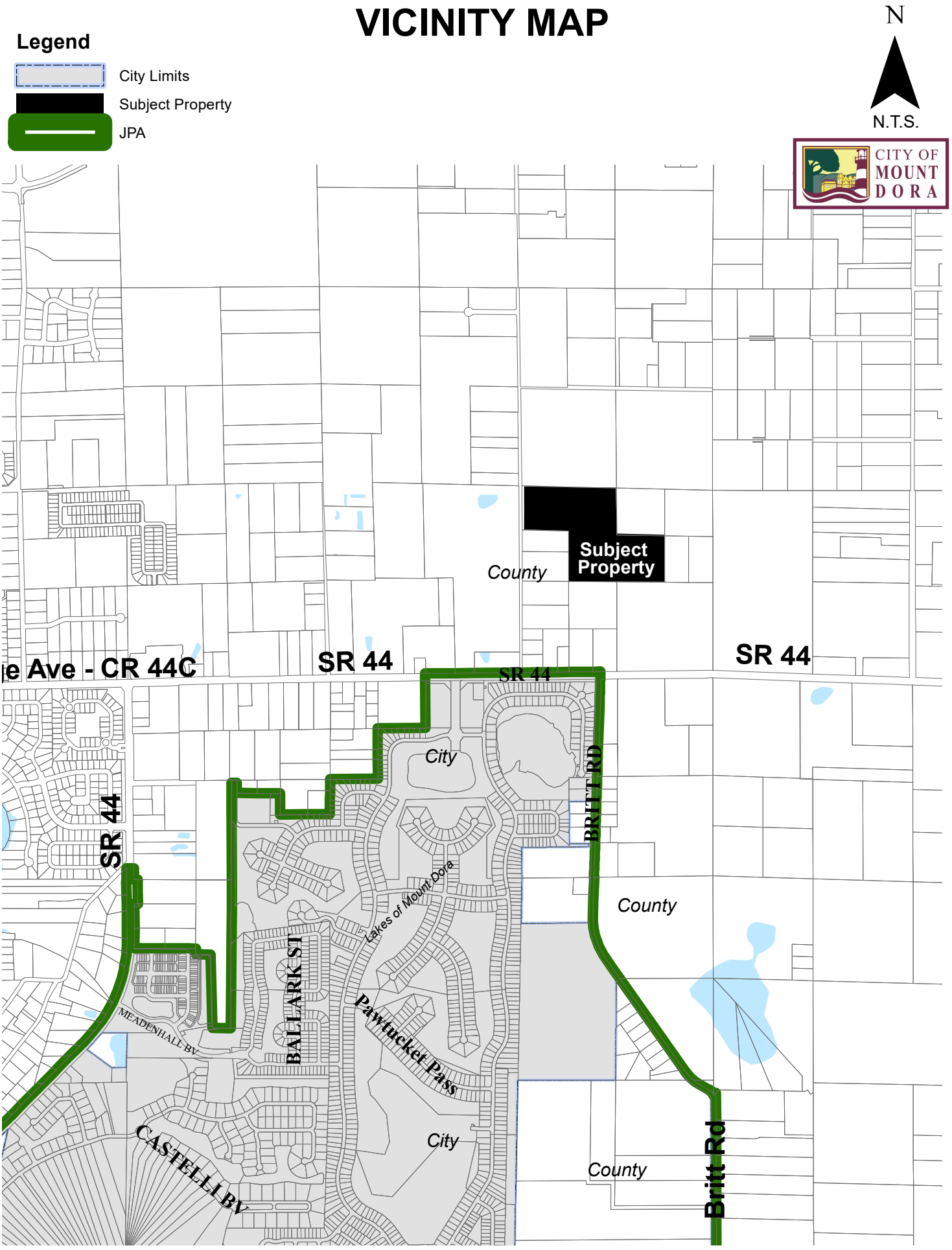
Attachment(s):

1. Attachment 1 Thrill Hill Vicinity Map
2. Mount Dora Thrill Hill Commercial Contract

Prepared by: Adam Sumner, Community Development Director
Reviewed by:

Matthew Dodson, Budget Officer	Approved - 2/9/2026
Jennifer Gates, Finance Director	Approved - 2/9/2026
City Attorney, City Attorney	Approved - 2/10/2026
Jeanann Hand, City Clerk	Approved - 2/10/2026
Vince Sandersfeld, City Manager	Final Approval - 2/10/2026

ATTACHMENT #1
VICINITY MAP



Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

Commercial Contract

1. **PARTIES AND PROPERTY:** ***Vlado Ivetic and/or assigns*** **("Buyer")** agrees to buy and ***City of Mount Dora*** **("Seller")** agrees to sell the property at:

Street Address: ***34934 Thrill Hill Road, Eustis, Florida 32736***

Legal Description: ***as described by the Lake County, Florida Property Appraisers Key #1123593***

_____See Exhibit "A"

____ and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ ***899,000.00***

(a) Deposit held in escrow by: ***TBD*** $ ***10,000.00***
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: _____ Phone: _____

(b) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date _____ $ _____

(c) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) _____ $_____

(e) Other _____ $_____

(f) All deposits will be credited to the purchase price at closing.
Balance to close, subject to adjustments and prorations, to be paid
via wire transfer. $ ***889,000.00***

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before _____ , this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or _____**.** Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed . **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

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(a) Closing Date: This transaction will be closed on ***or before 15th day after due diligence period*** (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in ***Lake/other C. FL*** County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

_____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter not a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within ***15*** days after Effective Date or at least _____ days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

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insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ **Seller** will, within ***7*** days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____,

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $_____***0.00*** (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within ***45*** days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**

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will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

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(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. ~~The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence.~~ If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit ~~without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.~~

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

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document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. ~~**Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.~~

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: ***Grizzard Commercial Real Estate Group, LLC*** (Company Name) ***Dan Tatro*** (Licensee),

9738 US Highway 441, Suite 104, Leesburg, FL 34788, 352-396-9136, Dan@DT-Sells.com (Address, Telephone, Fax, E-mail),

who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated _ by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify) _____

_____

(b) Buyer's Broker: ***N/A***,

Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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(Company Name) (Licensee)

_____,

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ other (specify)

_____

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
☐ Seller Representations	☐ Seller Financing	☐ Other _____

23. ADDITIONAL TERMS:

City Manager may approve minor amendments including, but not limited to date extensions and execute same on behalf of City.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

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Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: 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. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

_____ Date: _____
(Signature of Buyer

Vlado Ivetic and/or assigns Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title:_____ Telephone:_____

_____ Date: _____
(Signature of Buyer

_____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title:_____ Telephone:_____

Buyer's Address for purpose of notice ***510 N. Baker Street, Mount Dora, Florida 32757***

Facsimile: _____ Email: ***sandersfeldv@mountdora.gov***

City of Mount Dora

_____ Date: _____
(Signature of Seller)

James L. Homich Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: ***Mayor*** Telephone:_____

_____ Date: _____
(Signature of Seller)

Attest: Jeanann Hand Tax ID No.: _____
(Typed or Printed Name of Seller)

Title:_____ Telephone:_____

Seller's Address for purpose of notice: _____

Facsimile:_____ Email:_____

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Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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EXHIBIT "A"

PARCEL 1:
The East 1/2 of the Northwest 1/4 of the Northeast 1/4 in Section 9, Township 19 South, Range 27 East, Lake County, Florida, LESS AND EXCEPT: The West 100 feet of the North 315 feet of the E 1/2 of the NW 1/4 of the NE 1/4 of Section 9, Township 19 South, Range 27 East, Lake County, Florida.

AND, an easement for ingress and egress over, upon and across the North 50 feet of the following described property;

The Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 27 East, in Lake County, Florida, together with the right to construct a road over the premises and to maintain the same, and;

The West 100 feet of the North 315 feet of the E 1/2 of the NW 1/4 of the NE 1/4 of Section 9, Township 19 South, Range 27 East, Lake County, Florida.

AND, an easement for ingress and egress over, upon and across the following described property;

The North 40.00 feet of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 27 East, Lake County, Florida. LESS the West 20.00 feet for road right of way.

AND, an easement for ingress and egress as provided in that certain Non-Exclusive Easement Agreement dated May 16, 1995, recorded in O.R. Rook 1364, Page 458, Public Records of Lake County, Florida, more particularly described as follows:

Commencing at the Point of Beginning at the Northwest corner of the NE 1/4 of the SW 1/4 of the NE 1/4 of Section 9, Township 19 South, Range 27 East, and going East along the Northerly line of the NE 1/4 of the SW 1/4 of the NE 1/4 50 feet to a Point "C"; Commencing again from the Point of Beginning, go South 25 feet along the Westerly line of the NE 1/4 of the SW 1/4 of the NE 1/4 to a Point "B"; Thence Northeast to Point "C", all being in Section 9, Township 19 South, Range 27 East, in Lake County, Florida

AND

PARCEL 2:
The Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 in Section 9, Township 19 South, Range 27 East, Lake County, Florida.

AND, an easement for ingress and egress as provided in that certain Non-Exclusive Easement, dated May 16, 1995, recorded in Official Records Book 1364, page 458, Public Records of Lake County, Florida, described as follows:

Commencing at the point of beginning at the Northwest corner of the NE 1/4 of the SW 1/4 of the NE 1/4 of Section 9, Township 19 South, Range 27 East, and going East along the Northerly line of the NE 1/4 of the SW 1/4 of the NE 1/4 50 feet to a Point "C"; Commencing again from the point of beginning, go South 25 feet along the Westerly line of the NE 1/4 of the SW 1/4 of the NE 1/4 to a Point "B"; thence Northeast to Point "C", all being in Section 9, Township 19 South, Range 27 East, in Lake County, Florida

AND, an easement for ingress and egress over the North 40 feet of the following described property:

North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4, in Section 9, Township 19 South, Range 27 East, Lake County, Florida. LESS the West 20.00 feet for road right of way.

AND

PARCEL 3:
The South 316 feet of the North 583 feet of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 27 East, Lake County, Florida. LESS the West 20 feet.

AND

PARCEL 4:
The North 267 feet of the West Half of the Northwest Quarter of the Northeast Quarter LESS the West 20 feet thereof; and the West 100 feet of the North 315 feet of the East Half of the Northwest Quarter of the Northeast Quarter, all in Section 9, Township 19 South, Range 27 East, Lake County, Florida.

AERIAL MAP



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

DATE: **February 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Ratification of the Fifteenth and Sixteenth 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 Fifteenth and Sixteenth 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
15th	02/09/2026	02/17/2026	02/16/2026
16th	02/16/2026	02/17/2026	02/23/2026

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 Fifteenth and Sixteenth Extensions of Resolution 2025-45, Local State of Emergency Related to the October 26-October 27, 2025 Flood event.

Attachment(s):

1. 02.17.2026.FIFTEENTH EXTENSION OF RESOLUTION 2025-45
2. 02.17.2026.SIXTEENTH EXTENSION OF RESOLUTION 2025-45

Prepared by: Jeanann Hand, City Clerk
Reviewed by:

Whitney Donovan, Purchasing Coordinator	Approved - 1/28/2026
Matthew Dodson, Budget Officer	Approved - 1/28/2026
Jennifer Gates, Finance Director	Approved - 1/28/2026
City Attorney, City Attorney	Approved - 2/10/2026
Jeanann Hand, City Clerk	Approved - 2/10/2026
Vince Sandersfeld, City Manager	Final Approval - 2/10/2026

FIFTEENTH 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 9, 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 16, 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 9th **day of** February **, 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

SIXTEENTH 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 16, 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 23, 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 17, 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. 01.06.2026.City Council Regular Session Minutes_DRAFT
2. 01.20.2026.City Council Regular Session Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk
Reviewed by:
Jeanann Hand, City Clerk — Approved - 2/9/2026
Vince Sandersfeld, City Manager — Final Approval - 2/9/2026

CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES

Mount Dora City Hall
510 North Baker Street, Mount Dora, FL 32757
January 6, 2026, 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

Council recognized the late Dr. R. Eugene Burley, a prominent member of the community who had recently passed away. His service to the City and the Northeast community were noted.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was led by Mayor Homich.

ROLL CALL

Members Present
James Homich, Mayor
John Cataldo, District 1, Vice-mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5

Also Present
Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

Members Not Present
Doug Bryant, At-large

PRESENTATIONS

1. Proclamation Recognizing Florida Arbor Day

Mayor Homich read the proclamation into the record.

2. Proclamation Recognizing Dr. Martin Luther King, Jr. Day

Mayor Homich read the proclamation into the record. Council joined in the action of the proclamation.

3. Lake County Trails Update

DRAFT

Economic Development Director Misty Sommer provided an update regarding the status of trails in the City. She mentioned grants for which the City had applied, and spoke about her visit to Washington, D.C. to advocate for funding.

PUBLIC COMMENT

Mayor Homich opened public comment.

Jerome Fowler, 332 Limit Avenue, commented favorably about the Police Department's support for the community.

Mayor Homich closed public comment.

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Approval of a Piggyback Agreement with Guardian Equipment, Inc.
2. Request Ratification of the Eighth, Ninth and Tenth Extensions of Resolution 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event
3. Request Approval of Meeting Minutes

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA AND THE CONSENT AGENDA WITH THE PROCLAMATION NAMING THE OFFICIAL TREES OF THE CITY OF MOUNT DORA REMOVED TO BE PLACED ON AN UPCOMING AGENDA AS A RESOLUTION; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENTS

1. City of Mount Dora Advisory Board and Committee Appointments

Vice-mayor Cataldo proposed the appointment of Gabrielle Baraglia-Gunderson to the Historic Preservation Board, and the appointment of Paula Tucker to the Public Arts Commission.

2. Lake Community Action Agency

With a unanimous voice vote, Council reappointed Jeanann Hand to serve on the board of the Lake Community Action Agency

ACTION ITEMS

1. Request Approval of Rankings and Authorization to Negotiate - RFP 26-GS-006 Classification and Compensation Study

DRAFT

Human Resources Director Alan Cline requested Council authorization to proceed with vendor ranking and negotiations for a Classification and Compensation Study under RFP 26-GS-006. Thirteen proposals were received, and staff selected a top-ranked firm—also used for the City's 2021 study—based on methodology, deliverables, and value. The study supports the City's strategic goals for recruitment and retention.

The project will review job descriptions, gather employee input, benchmark market salaries, and assess internal equity. It will not automatically change pay but will provide data to guide future compensation decisions. The study covers non-collective bargaining positions; Police and Fire are excluded. Council confirmed inclusion of all relevant administrative and technical roles.

Current pay grades stem from the 2021 study and minimum wage adjustments. Compensation studies are typically conducted every three to five years, with optional follow-up services available. Funding of $85,000 is budgeted in Human Resources. The requested action authorizes negotiations, with final contract terms to be determined.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER CRAIL TO APPROVE THE RANKINGS AND AUTHORIZATION TO NEGOTIATE – RFP 26-GS-006 CLASSIFICATION AND COMPENSATION PAY STUDY; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PRIORITY PROJECT UPDATES

Mayor Michael Homich noted the recent recurrence of odor conditions affecting the City during certain seasonal and weather patterns. Mr. Brackins provided an update on related legal matters involving the Florida Department of Environmental Protection and advised Council members to contact him by telephone for additional discussion.

COMMUNICATIONS AND REPORTS

Councilmember Rolfson spoke about the upcoming Heartland League of Cities luncheon at which the new president will be sworn in. He encouraged attendance.

Councilmember Dawson briefly mentioned Three Kings Day.

Councilmember Walker suggested Northeast CRA Board be involved with the naming of the new Resource Center.

Vice-mayor Cataldo discussed a recent cardiac incident at the pickleball courts and expressed support for installing an automated external defibrillator (AED) at that location. Fire Chief Joseph Hightower provided additional information regarding AED devices, explaining their function and importance in cardiac emergencies. It was noted that the City will be placing AED units at municipal recreational facilities.

DRAFT

Vice-mayor Cataldo also inquired of Ms. Sommer regarding the timeline for activation of the kiosk. It was stated that the kiosk has been approved by the Historic Preservation Board (HPB) and may become operational within approximately one month.
Mayor Homich raised the topic of a Rural Protection Area (RPA) and asked whether there was Council consensus to address this issue during negotiations with the County concerning the Joint Planning Area (JPA). The City Manager responded that the City's JPA boundary includes limited rural land.

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 6:52 p.m.

_____
JAMES HOMICH, MAYOR
City of Mount Dora, Florida

_____
Jeanann Hand, City Clerk

DRAFT

CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES

Mount Dora City Hall
510 North Baker Street, Mount Dora, FL 32757
January 20, 2026, 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 & PLEDGE OF ALLEGIANCE

A moment of silence and the Pledge of Allegiance were led by Mayor Homich.

ROLL CALL

Members Present
James Homich, Mayor
John Cataldo, District 1, Vice-mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Also Present
Vince Sandersfeld, City Manager
Ryan Knight, City Attorney
Jeanann Hand, City Clerk

PUBLIC COMMENT

Mayor Homich opened public comment.

Lisa Caravette, 220 Baker Street, 225 North Tremain Street, 224 East Third Avenue, spoke about her objection to the activity at a business close to her property on Tremain.

Bailey Stack, 1175 East Fifth Avenue, spoke about Waste Management rate increases and the reliability of service.

Edmonia Worlds, 350 Lincoln Avenue, spoke about concerns with traffic patrol behavior and the circumstances that occurred during a traffic stop.

Tracey Jackson, 1023 Jackson Avenue, spoke about the police presence in his neighborhood.

Sharon Woods, 1400 Eudora Road, spoke about police behavior in their neighborhood.

Marcus Robinson, 1903 North Orange Street, spoke about traffic stops in Mount Dora, particularly in the Northeast community.

DRAFT

Councilmember Walker spoke about the above topic.

Mayor Homich closed public comment.

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Request Approval to Apply for the Community Forestry – Hurricane Ian Recovery (CFHIR) Grant Program
2. Request Approval Work Authorization # 1 to Purchase and Install a Substation Distribution Electrical Breaker ***(Removed from Agenda)***
3. Request Approval of Mutual Aid Agreement Between the Mount Dora Police Department and the Florida Department of Law Enforcement
4. Request Approval of Federal Bureau of Investigation Safe Streets Task Force Memorandum of Understanding
5. Request Approval of Lake County Sheriff's Office Aviation Tactical Flight Officer Program
6. Request Approval to Use State Forfeiture Funds for the Purchase of Security Cameras in Historic Downtown ***(Moved to Action Item One)***
7. Request Ratification of Emergency Agreement for Professional Engineering and Geotechnical Services for Limit Avenue Public Works Facility Stormwater Pond Repair.
8. Request Ratification of Task Authorization for the 16" Reuse Main and 16" Water Main Associated with the North Donnelly Street Damage as a Result of the October 26, 2025 and October 27, 2025 Flood Event
9. Request Ratification of the Eleventh and Twelfth Extensions of Resolution 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event
10. Request Approval of Meeting Minutes

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA AND THE CONSENT AGENDA WITH CONSENT AGENDA ITEM TWO (REQUEST APPROVAL WORK AUTHORIZATION # 1 TO PURCHASE AND INSTALL A SUBSTATION DISTRIBUTION ELECTRICAL BREAKER) REMOVED AND ITEM SIX (REQUEST APPROVAL TO USE STATE FORFEITURE FUNDS FOR THE PURCHASE OF SECURITY CAMERAS IN HISTORIC DOWNTOWN) MOVED TO ACTION ITEMS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Approval to Use State Forfeiture Funds for the Purchase of Security Cameras in Historic Downtown ***(Moved from Consent Agenda Item Six)***

Vice-mayor Cataldo requested Consent Agenda Item 6 be moved to an Action Item.

The Police Department requested approval to use $14,000 in forfeiture funds to deploy two surveillance cameras in strategic downtown locations for continuous monitoring and added

DRAFT

security during large events. Deputy Police Chief Jim Deleu explained the cameras would be discreet and used in public areas where no expectation of privacy exists. The system was described as a force multiplier supporting prevention, real-time awareness, and post-incident investigation, particularly during festivals and street closures when risk exposure increases. The cameras are part of a layered security approach that may also include drone use during major events.

Staff stated that similar systems are standard in modern municipal policing. Costs include a $7,500 Year One recurring fee and $6,000 annually thereafter, with ongoing expenses moving to the operating budget. A vendor site survey will guide placement, initially focusing on major intersections and high-traffic areas, with future expansion based on need and budget.

Existing City cameras in parks and waterfront areas are fixed and less flexible. The proposed cameras are mobile and easier to relocate, and the City may gradually transition to this model as older equipment is replaced. The downtown units will provide surveillance only, without a license plate reader or audio capability. The vendor monitors system operability; warranty details will be confirmed, and relocation involves additional cost. The discussion concluded with a call for a motion on the funding request.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE USE OF STATE FORFEITURE FUNDS FOR THE PURCHASE OF SECURITY CAMERAS IN HISTORIC DOWNTOWN; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC HEARINGS-RESOLUTIONS/ORDINANCES

1. Request Adoption of Resolution No. 2026-01, Adopting the Official Trees of the City of Mount Dora

Mr. Knight read Resolution No. 2026-01 by title only.

RESOLUTION NO. 2026-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA DESIGNATING AN OFFICIAL CANOPY TREE AND AN OFFICIAL UNDERSTORY TREE FOR THE CITY OF MOUNT DORA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

Staff introduced a resolution for Council consideration to formally recognize designated canopy and understory trees for the City. The item was previously presented in proclamation form at an earlier meeting, but it was decided that adoption by resolution would provide clearer Council support and formal acknowledgment.

DRAFT

It was noted that two example trees were recently planted at Donnelly Park, where visual examples of the selected canopy and understory species can be observed. City Urban Forester Mark Miller was identified as available to answer Council questions, including providing the botanical (Latin) names and additional information about the selected species.

The action was presented as an opportunity for the City to officially recognize representative canopy and understory tree types as part of the City's environmental and aesthetic identity. Council was asked to consider moving forward with the resolution designating these trees.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2026- 01, ADOPTING THE OFFICIAL TREES OF THE CITY OF MOUNT DORA; COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

CITY MANAGER'S REPORT

Mr. Sandersfeld directed Council's attention to items in the agenda packet. He introduced Fire Chief Joseph Hightower, who spoke about a food drive.

Also discussed were a St. John's River Water Management District meeting at the library and plans for an upcoming report from the Police Department.

CITY ATTORNEY'S REPORT

No report.

COMMUNICATIONS AND REPORTS

Councilmember Walker thanked Mr. Knight for attending the meeting, and spoke about Police activity and about the topping out ceremony for the new recreation center.

Councilmember Bryant commented favorably about a Florida Arbor Day event that several Councilmembers had mentioned during the meeting. He mentioned the flexibility of the Police agreement with the FBI, and requested recognition of athletic event organizer Vickie Blate at an upcoming meeting.

Councilmember Rolfson reiterated Councilmember Bryant's expressed thoughts regarding the FBI memorandum of understanding. He spoke about Florida League of Cities (FLC) resources related to proposed legislation and about Legislative Action Days.

DRAFT

Councilmember Dawson spoke about attending Legislative Action Days and mentioned the resident restoration of the Ocklawaha River Basin. He spoke favorably about Arbor Day events at Forest Preserve.

Councilmember Crail spoke about Arbor Day and the involvement of Friends of the Environment, City staff, and the community. He also spoke favorably about the water management meeting.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 7:17 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 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Advisory Board and Committee Appointment

Introduction:
This is a request for Council to approve Advisory Board and Committee appointments.

Discussion:
There is a vacancy for a District 2 representative on the Historic Preservation Board. Councilmember Cal Rolfson is proposing the appointment of Suzanne Gibson to fill the vacancy.

Budget Impact:
This is a request for Council to approve Advisory Board and Committee appointments and reappointments.

Strategic Impact:
Strategic Initiative 4: Provide High-Quality City services that sustain a vibrant, safe, and healthy community.
Goal 12: Provide high-quality programs to benefit all age groups: Parks and Recreation; the Northeast Resource and Recreation Center; and the Library.

Recommendation:
Council approve appointments and reappointments.

Attachment(s):
1. Susan Gibson.HPB.Online Form Submittal- Board Application

Prepared by: Jeanann Hand, City Clerk
Reviewed by:

Jeanann Hand, City Clerk — Approved - 2/5/2026
Vince Sandersfeld, City Manager — Final Approval - 2/5/2026

From: noreply@civicplus.com
Sent: Thursday, February 5, 2026 9:35 AM
To: Hand, Jeanann; Clerk
Subject: Online Form Submittal: Board Application

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Board Application

Application to Serve on a City of Mount Dora Board or Committee

Thank you for your interest in serving our community.
Please complete the fields below and submit completed form using the submit button at the end of the form. Completed forms may also be hand-delivered or mailed to the City Clerk at 510 North Baker Street, Mount Dora, FL 32757.

First Name	Suzanne
Last Name	Gibson
Address1	111 Old Eustis Road
Address2	*Field not completed.*
City	MOUNT DORA
State	FL
Zip	32757
Phone Number	3524557844
Email Address	swiwi67@gmail.com
Please provide a brief statement relating to your education, experience and reason for wishing to serve	My interest in architecture began while growing-up on a farm in Ohio with a building contractor father. The farm had been in the family since the late 1860's. The barns and other outbuildings were pre-civil war but our house was 1950's. My father had had the original house torn down. Over the years, my father and I had many discussions about restoring old homes and he took me routinely on his job sites. I have a BS in Family and Consumer Science Education. The course work required a class in architecture, which included historical architecture. In 1997, we purchased an 1898 Victorian home in a small town in Wyoming, that was in a sad state of disrepair. There were no historical preservation requirements, but we did our best to keep the historical significance and integrity of the house intact, though it was very challenging. I learned that there is a fine balance between modern livability and historical esthetics. I still love old historical homes. That is why we live in Mt. Dora.

Resume or additional attachments (not required)	*Field not completed.*
Boards on which you wish to serve	Historic Preservation Board

Upon Completion
This form will be submitted to the City Clerk's Office.

Email not displaying correctly? View it in your browser.



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

DATE: **February 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Amendment 1 to the Agreement Between the City of Mount Dora and Explosive Touch Enterprises, LLC

Introduction:

This is a request for Council to approve Amendment One to the Agreement with Explosive Touch Enterprises, LLC for fireworks presentations at City-sponsored public events.

Discussion:

On April 19, 2023, the City entered into an Agreement with Explosive Touch Enterprises, LLC to provide professional fireworks presentations for City-sponsored public events. The Agreement was awarded through a competitive Request for Proposal (RFP) process and established an initial three-year term, with two optional one-year renewals.

The City and Contractor now mutually agree to execute an amendment to exercise the first renewal option, extending services into Year Four of the contract. The amendment retains the pricing structure established in the original Agreement, thereby securing current rates for fireworks presentations and insulating the City from potential market cost increases.

The Agreement continues to provide operational flexibility, as it does not obligate the City to conduct every fireworks presentation listed in the contract schedule. The City may cancel or forgo any scheduled display without penalty, ensuring fiscal control while maintaining access to professional services when needed.

Budget Impact:

Each fiscal year, the Parks and Recreation Department budgets for fireworks presentations for several events under the account 001-1340-572.52-75 (Special Events).

Freedom on the Waterfront Fireworks: $30,000
Light up Mount Dora Fireworks: $6,000

New Year's Eve Celebration Fireworks: $7,000
*Last Call Back to School Fireworks: $7,500**

* The fireworks funds that have been reserved for Last Call are being reallocated to help cover shuttle services for city events. The Last Call 2026 event program has been reorganized as a Mount Dora Police Department fund-raiser with no fireworks.

Strategic Impact:
Strategic Initiative 1: Promote Economic Development
Promote Economic Development – Position Mount Dora for a strong, diverse, and sustainable economy while preserving our small-town charm.

Recommendation:
City Council approval of the First Amendment to the agreement with Explosive Touch Enterprises, LLC for professional fireworks presentations at City-sponsored public events.

Attachment(s):
1. First Amendment to Explosive Touch with Exhibits- SIGNED

Prepared by: Jeanann Hand, City Clerk
Reviewed by:

carsonc carsonc, Special Events Manager	Approved - 2/2/2026
Troy Shonk, Parks & Recreation Director	Approved - 2/2/2026
Whitney Donovan, Purchasing Coordinator	Approved - 2/3/2026
Matthew Dodson, Budget Officer	Approved - 2/3/2026
Jennifer Gates, Finance Director	Approved - 2/3/2026
City Attorney, City Attorney	Approved - 2/10/2026
Jeanann Hand, City Clerk	Approved - 2/10/2026
Vince Sandersfeld, City Manager	Final Approval - 2/10/2026

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND EXPLOSIVE TOUCH ENTERPRISES, LLC

THIS FIRST AMENDMENT TO AGREEMENT is made and entered effective November 4, 2025, between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CITY", and EXPLOSIVE TOUCH ENTERPRISES, LLC., a Florida limited liability company, 4260 Amelia Plantation Court, Vero Beach, Florida 32967, hereinafter referred to as the "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an Agreement on April 19, 2023, for Aerial Fireworks Display Services (the "Agreement"), attached hereto as **Exhibit "1"** and incorporated herein by reference; and,

WHEREAS, the CITY and CONTRACTOR desire to extend the Agreement for an additional twelve (12) month period through and including April 19, 2027; 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 First Amendment to Agreement shall be effective April 19, 2026, and extend through and including April 19, 2027. This Agreement may be terminated at any time given at least thirty (30) days written notice to the other party as the address noted in this Agreement.

SECTION 2. CONTRACT PROVISIONS.

The CITY and CONTRACTOR agree that in all other respects and except as specifically modified and amended herein, the Agreement dated April 19, 2023, shall continue in full force and effect as written and the parties agree to be bound thereby. All prior actions of the parties taken under the Agreement entered into on or about April 19, 2023, are hereby ratified.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this __ day of _____, 2026.

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

EXPLOSIVE TOUCH ENTERPRISES, LLC

EJ Weppel

Print: EJ Weppel IV

Title: Owner/President

STATE OF FLORIDA

COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of EJ Weppel, as President of Explosive Touch LLC., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced Drivers license as identification, and who did/did not take an oath this 13 day of January, 2026.

(stamp)

NOTARY PUBLIC STATE OF FLORIDA
TANNER SCOTT
MY COMMISSION # HH 458191
EXPIRES: October 25, 2027

NOTARY PUBLIC

EXHIBIT "1"
April 19, 2023 Agreement with Explosive Touch Enterprises, LLC

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CITY", and EXPLOSIVE TOUCH ENTERPRISES, LLC, 4260 Amelia Plantation Court, Vero Beach, Florida 32967, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Aerial Fireworks Display Services, pursuant to the CITY's Purchasing Policy and ITB #23-PR-001; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in ITB #23-PR-001; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The terms of this Agreement shall be for a period of three (3) years beginning on the date of execution by the CITY. The Agreement may be extended, under the same terms and conditions as set forth herein, for up to two (2) additional one (1) year periods.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. 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 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the CITY for all 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, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. 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, sub-contractors, 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 6. 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, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY

reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. 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 10. INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List the "CITY OF MOUNT DORA" as an Additional Insurer,
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 sub-contractor(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 11. 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 12. 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 13. 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 14. 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 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, 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 16. 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 17. 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 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all 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 CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. 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 20. 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 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 22. 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 23. 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 24. 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: Explosive Touch Enterprises, LLC
4260 Amelia Plantation Court
Vero Beach, Florida 32967

SECTION 25. 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 26. 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 27. 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 28. 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 29. 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, sub-contractor, 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 30. 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 31. 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 32. 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 33. 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 34. 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 35. 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 36. 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.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7TH day of APRIL, 2023.

CITY OF MOUNT DORA

CRISSY STILE, Mayor

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

By: _____

Print: EJ Weppel IV

Title: President

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of EJ Weppel, as President, of Explosive Touch LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced drivers license as identification, and who did/did not take an oath this 15th day of March, 2023.

(stamp)

Notary Public State of Florida
Zachary David Westrom
My Commission HH 053801
Expires 10/14/2024

_____
NOTARY PUBLIC, State of Florida

Exhibit "A"
Scope of Services

"Freedom on the Waterfront" - July 3rd Annually

1. Contractor shall provide a complete fireworks display lasting no less than twenty (20) minutes. The scheduled time of the launching will be approximately 9:15 pm EST.

2. There shall be a three-phase display with an opener no less than 1 minute, a main body of the show lasting no less than 18 minutes, and a finale lasting no less than 1 minute.

3. Shells shall be "racked" and fired from Grantham Pointe by a licensed pyrotechnic company and trained personnel.

4. All fireworks to be included in the presentation are to be premium quality 1.3G under UN0335. No consumer grade fireworks are to be used. The firework display should comprise a combination of 1 inch to 5 inch shells that meet the prior approval of the City of Mount Dora's Fire Marshall. The breakdown of each section of the display shall be as follows:

Opener: 160 Total Display Shells
100: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects
30: 3 inch Premium Fireworks Shells- variety of effects
18: 4 inch Premium Fireworks Shells -variety of effects
12: 5 inch Premium Fireworks Shells -variety of effects

Main Body: 2,580 Total Display Shells
2,000: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects
150: 3 inch Premium Fireworks Shells - variety of effects
180: 4 inch Premium Fireworks Shells - variety of effects
280: 5 inch Premium Fireworks Shells -variety of effects

Grand Finale: 860 Total Display Shells
500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
250: 3 inch Premium Fireworks Shells -variety of effects
55: 4 inch Premium Fireworks Shells -variety of effects
55: 5 inch Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 3,600

"Last Call"– Last Saturday of July (Alternate Event)

1. The successful proposer will a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.

2. Shells shall be "racked" and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.

3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.

4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora's Fire Marshall. The breakdown of each section of the display shall be as follows:

5. Total Display Shells:

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

"Light Up Mount Dora" – November 26th Annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 6:30-7:00 pm.

2. Shells shall be "racked" and fired from Grantham Point by a licensed pyrotechnic company and trained personnel.

3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.

4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora's Fire Marshall. The breakdown of each section of the display shall be as follows:

5. Total Display Shells

500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
320: 3 inch Premium Fireworks Shells -variety of effects
80: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 900

"New Year's Eve Celebration" – December 31 annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.

2. Shells shall be "racked" and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.

3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.

4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora's Fire Marshall. The breakdown of each section of the display shall be as follows:

5. Total Display Shells:

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

Additional Annual Alternate Events (up to 3) – Dates to Be Determined

1. The successful proposer will provide all necessary transport, equipment, personnel, and material for set up, display show, tear down and provide a complete fireworks display lasting no less than seven (7) minutes.

2. Shells shall be "racked" and fired from an approved location and by a licensed pyrotechnic company and trained personnel.

3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.

4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora's Fire Marshall. The breakdown of each section of the display shall be as follows:

5. Total Display Shells

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

Exhibit "B"
Compensation

	Event Description	Year 1	Year 2	Year 3	Year 4 (Renewal)	Year 5 (Renewal)
1.	**"Freedom on the Waterfront"** July 3 Annually	$28,500.00	$28,500.00	$28,500.00	$30,000.00	$30,000.00
2.	**"Light Up Mount Dora"** November 26 Annually	$6,000.00	$6,000.00	$6,000.00	$6,500.00	$6,500.00
3.	**"New Year's Eve Celebration"** December 31 Annually	$7,000.00	$7,000.00	$7,000.00	$7,500.00	$7,500.00
4.	**"Last Call"** Last Saturday of July **(Annual Alternate Event)**	$7,000.00	$7,000.00	$7,000.00	$7,500.00	$7,500.00
	Subtotals (per year):	$48,500.00	$48,500.00	$48,500.00	$51,500.00	$51,500.00
	BID GRAND TOTAL (all annual events all years)				$248,500.00	
5.	**Each Additional Event: (Up to Three - Upon City Request Only)**	$6-7K each	$6-7K each	$6-7K each	$6.5K-7.5K each	$6.5K-7.5K each

Bid Grand Total (written): Two Hundred Forty Eight Thousand Five Hundred Dollars and 00 /100

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

DATE: **February 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of the Final Reading and Adoption of **Ordinance No. 2025-23**, Small-Scale Future Land Use Map Amendment for Round Lake Charter School (28.6 +/- Acres)

Introduction:

This is a request for City Council to approve the final reading and adoption of Ordinance No. 2025-23.

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 public notices are provided in Attachment #3.

The sequence of events leading to the presentation to City Council are as follows:

1. The Development Review Committee (DRC) reviewed Small-Scale Future Land Use Map Amendment and had no comments or objections to the request; and
2. The Planning and Zoning Commission (PZC), acting as the Local Planning Agency, at their regularly scheduled meeting held on December 17, 2025, recommended approval of the Small-Scale Future Land Use Map Amendment; and

3. The City Council at their regularly scheduled meeting held on February 3, 2026, approved the First Reading of Ordinance No. 2025-23 and the request to hold a hearing for the Second Reading and Adoption.

Budget Impact:
There are no budgetary impacts on the City in regards to processing the future land use map application.

Strategic Impact:
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. GOAL 1: Economic Development; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation:
City Council Approve the final reading and Adoption of Ordinance No. 2025-23.

Attachment(s):
1. Attachment 1 - Business Impact Estimate
2. Attachment 2 - PZC Memo_ Round Lake_ 12.17.2025
3. Attachment 3 - FLUM Legal Notices Advertisements
4. Ordinance 2025-23_ Roundlake Charter FLUM PLI_ (2nd Reading 2-17-26)

Prepared by: Michele Janiszewski, Deputy Planning Director
Reviewed by:

Whitney Donovan, Purchasing Coordinator	Approved - 2/3/2026
Matthew Dodson, Budget Officer	Approved - 2/3/2026
City Attorney, City Attorney	Approved - 2/10/2026
Jeanann Hand, City Clerk	Approved - 2/10/2026
Vince Sandersfeld, City Manager	Final Approval - 2/10/2026

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

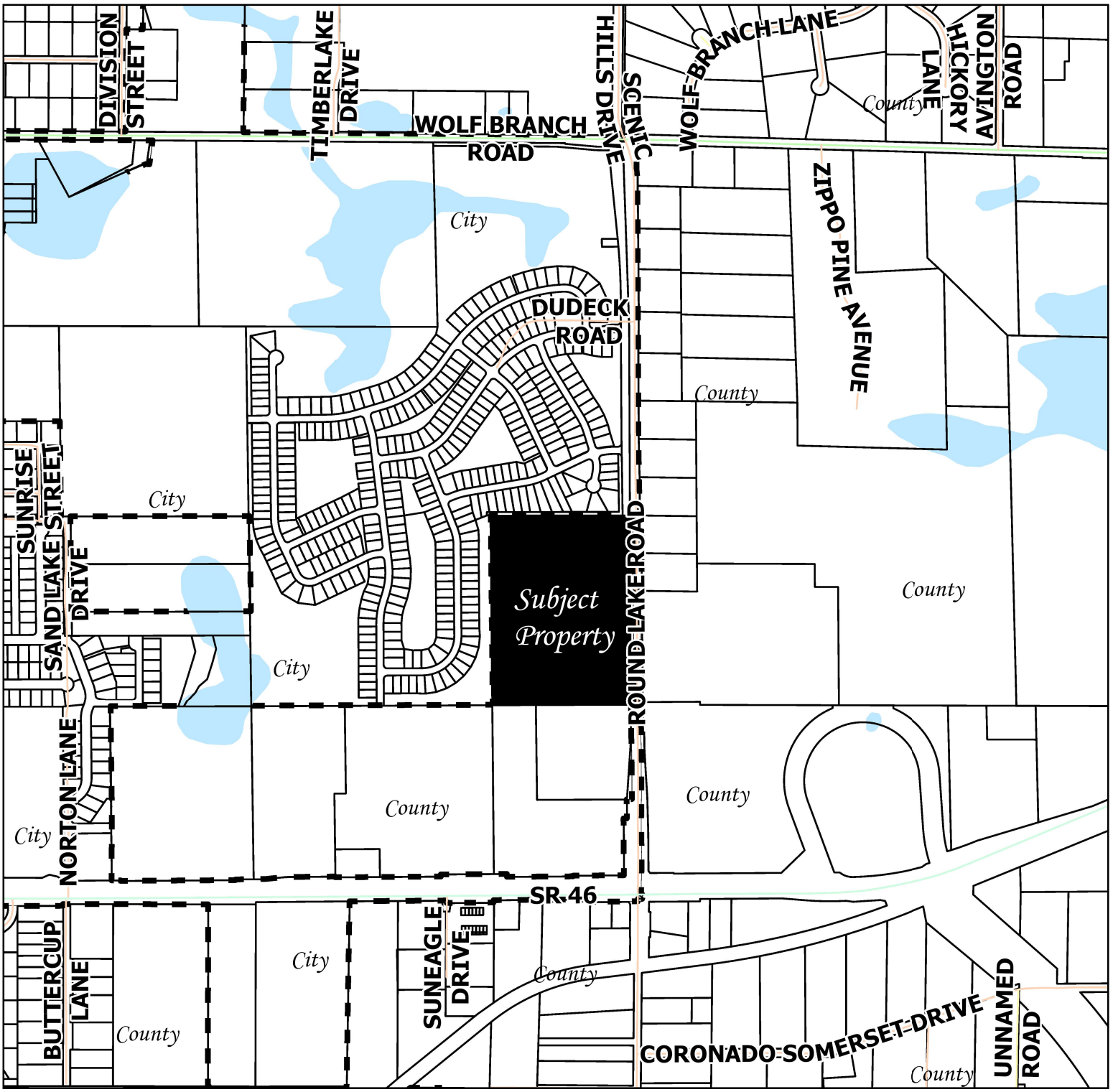
Round Lake Charter School
Proposed Annexation (28.68 Acres)

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

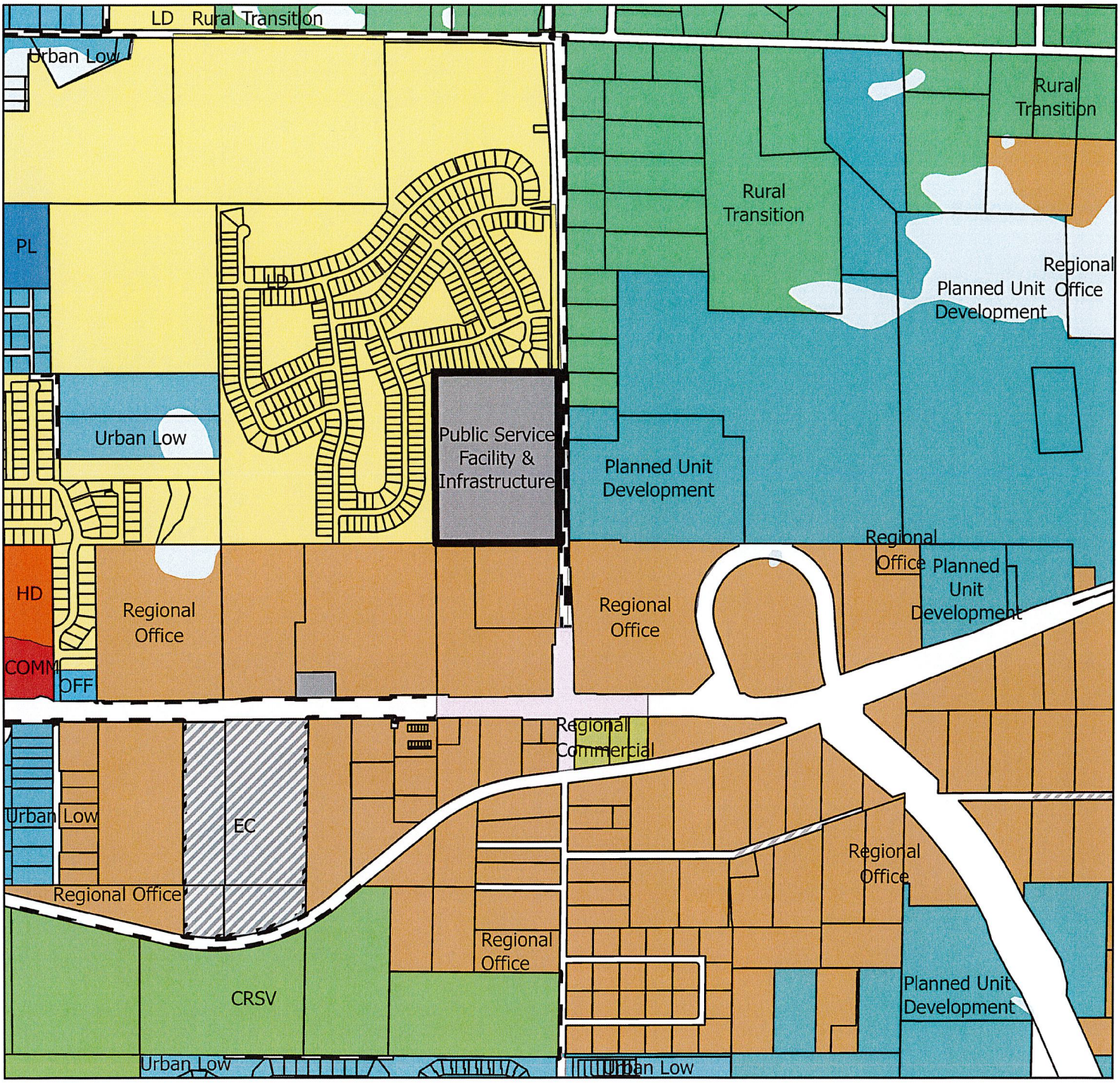
31333 Round Lake Road
County Public Service Facility and Infrastructure to
City Public Lands and Institutions

N

Legend

City Limits
- In
- Out

Subject Property



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

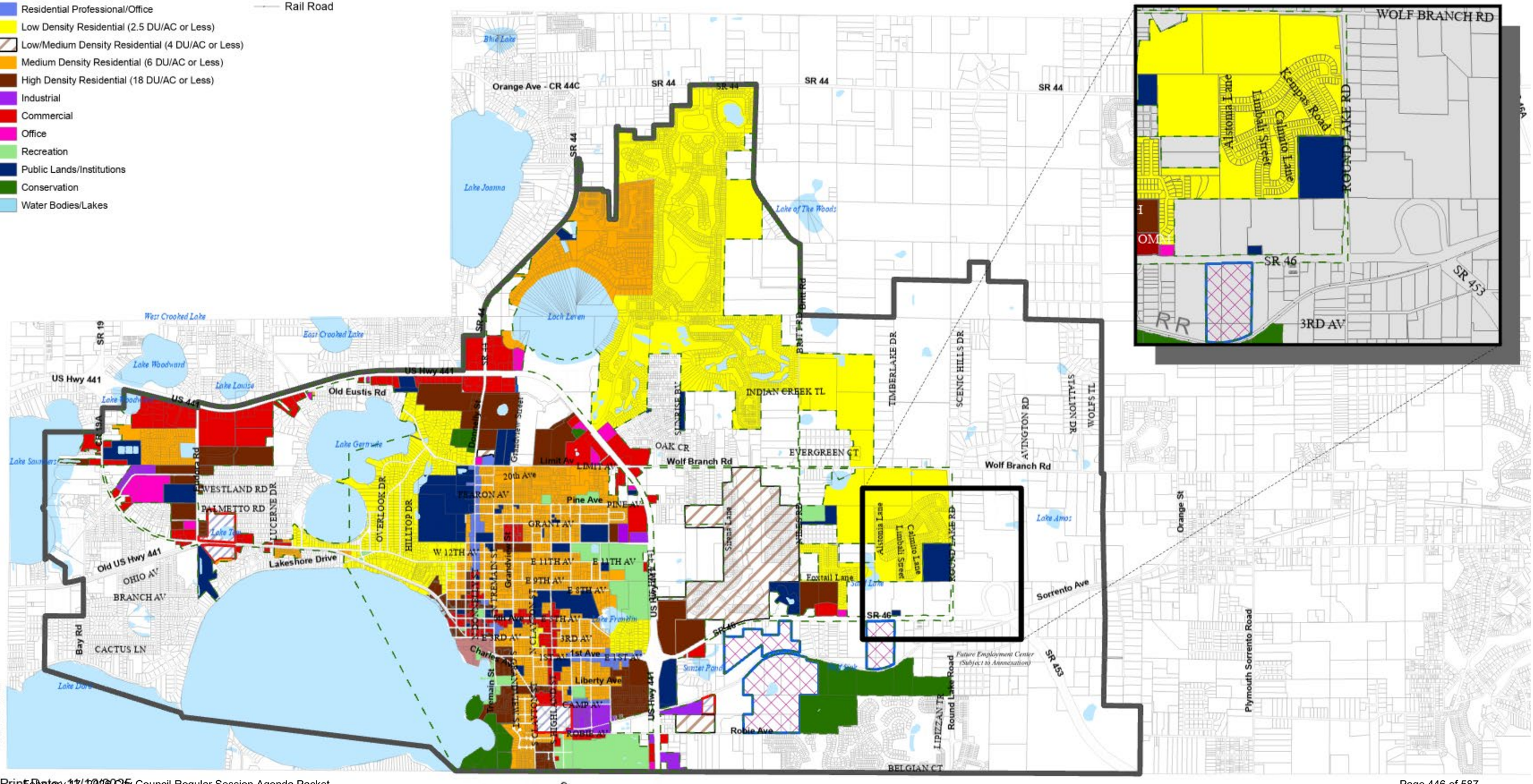
LEGEND:

- 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: 11/1/2025

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.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
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

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

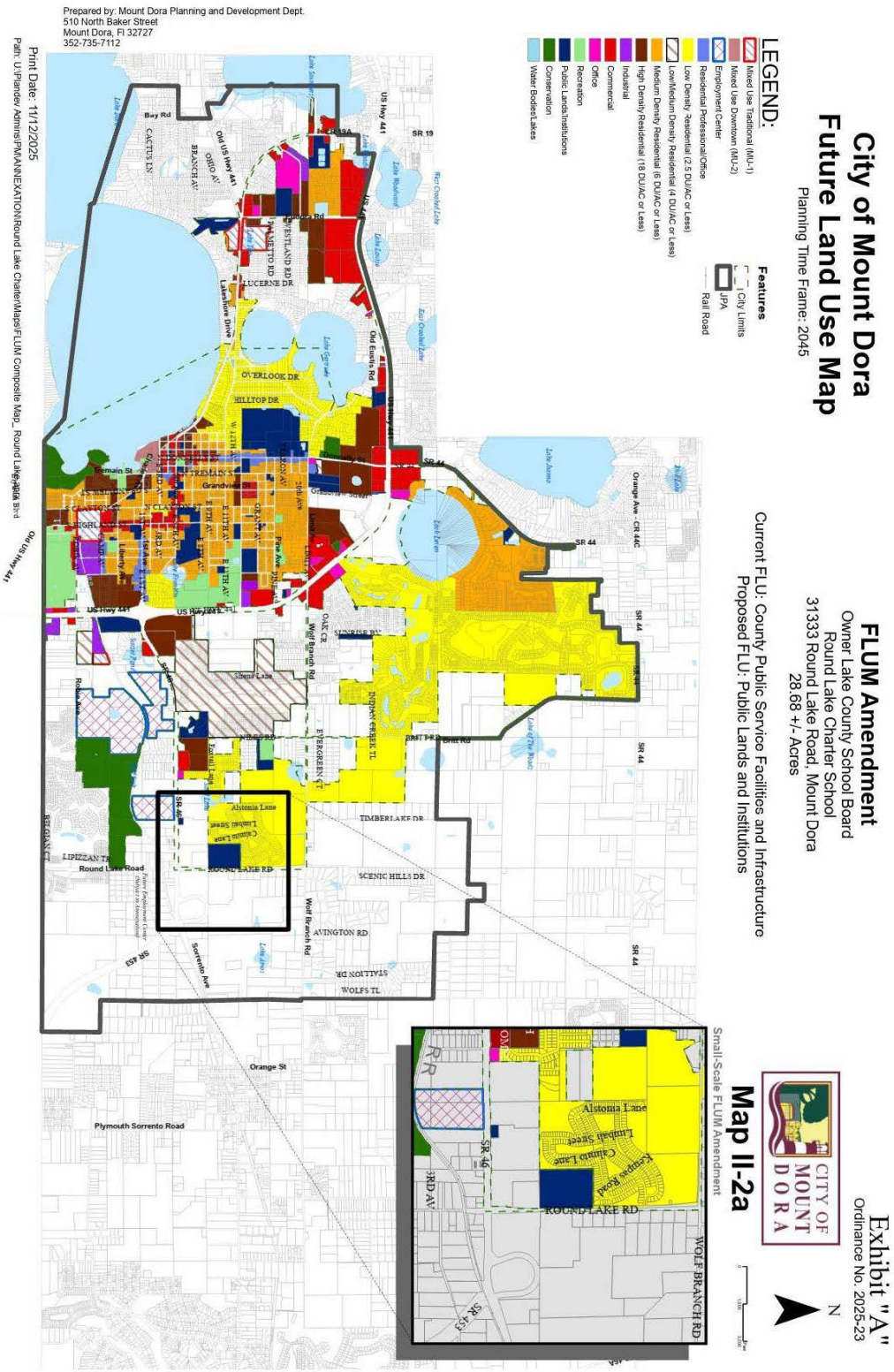
The foregoing instrument was acknowledged before me this 8th day of **May, 1998,** by **DAVID L. BROWN, a single person,** who is/are personally known to me or who has/have produced _____ as identification.

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

EXHIBIT "A"
Future Land Use Map Amendment



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

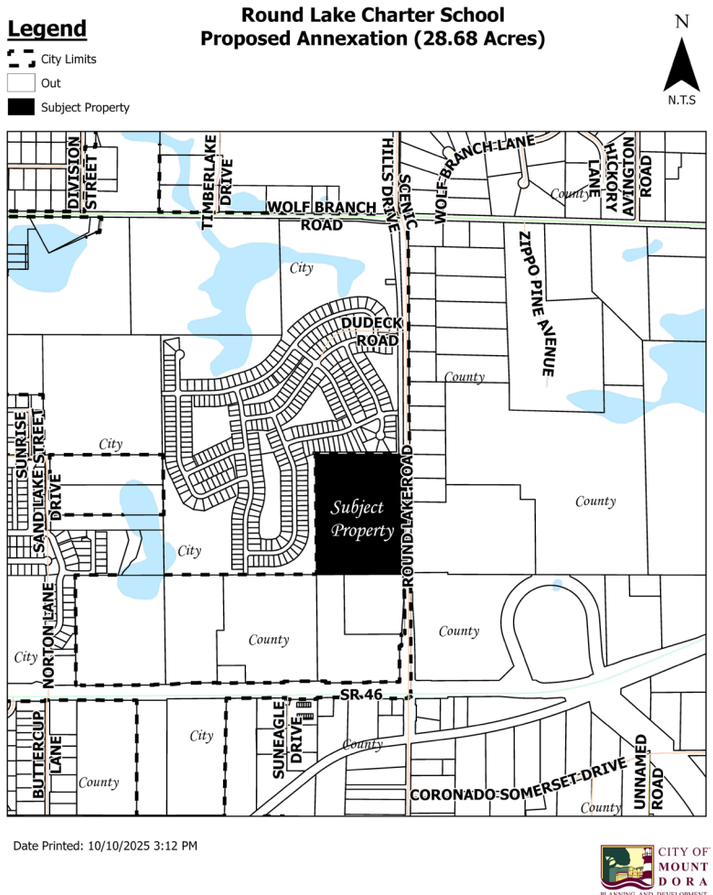
NOTICE OF COMPREHENSIVE PLAN CHANGE FUTURE LAND USE MAP AMENDMENT ORDINANCE NO. 2025-23 CITY OF MOUNT DORA, FLORIDA

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 17, 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.

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For Questions or Comments, please email staff at **planning@mountdora.gov.**
Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: February 9, 2026

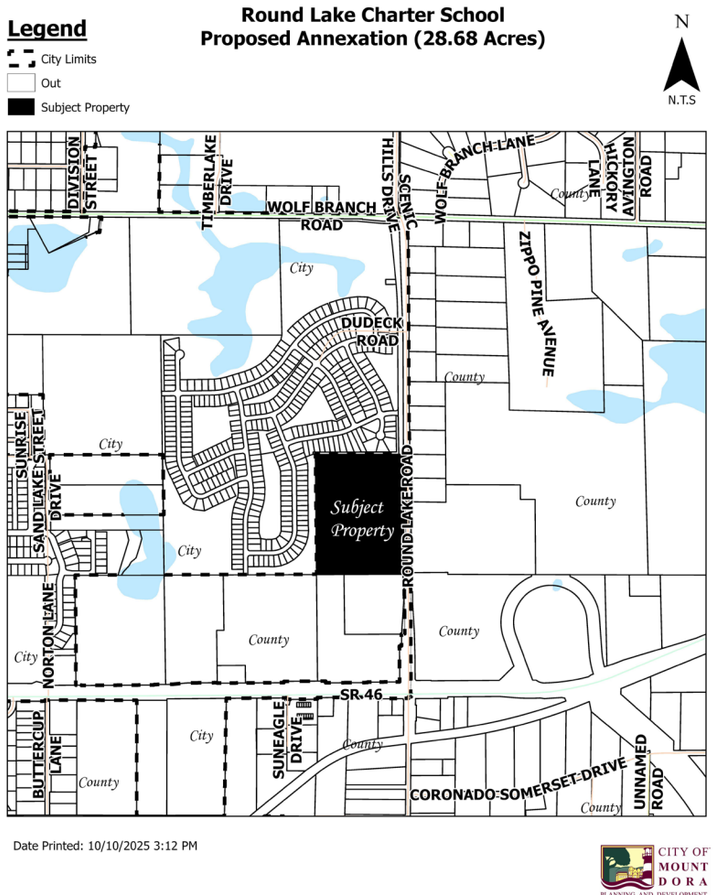
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Further, the adoption of Ordinance No. 2025-23 includes a Future Land Use Map Amendment changing certain lands from County Public Service Facility and Infrastructure to City Public Lands and Institutions as depicted on the map of this advertisement 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.

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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

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: February 3, 2026

SECOND READING: February 17, 2026

PASSED AND ADOPTED this 17th day of February, 2026.

Signatures on next page

JAMES HOMICH
MAYOR of the City of Mount Dora, Florida

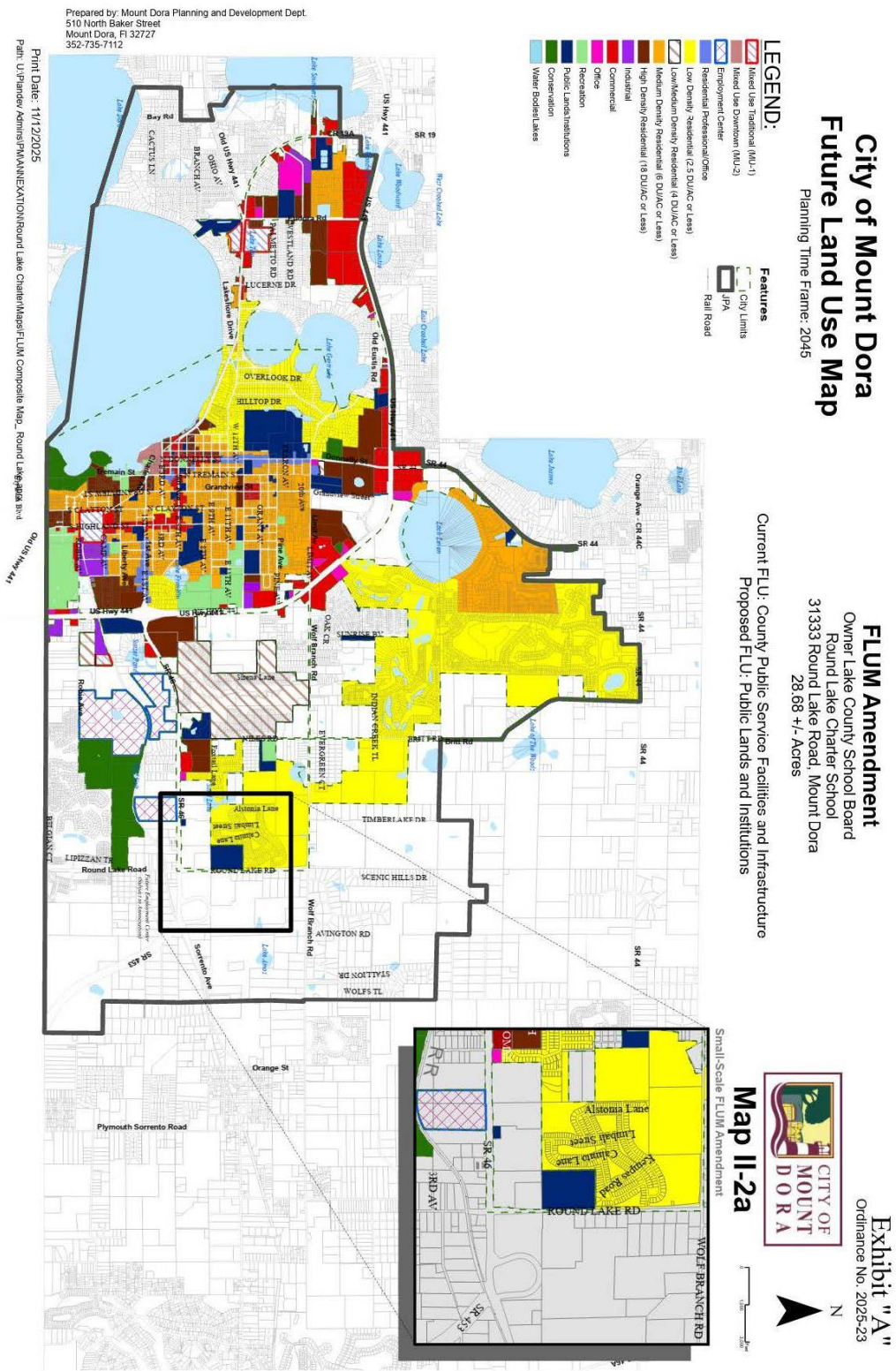
ATTEST:

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 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of the Final Reading and Adoption of **Ordinance No. 2025-24**, Change in Zoning for Round Lake Charter School, LLC (28.6 +/- Acres)

Introduction:

This is a request for City Council to Approve the Second Reading and Adoption of Ordinance No. 2025-24, to change the zoning of 28.6 +/- acres developed with the Round Lake Charter School.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
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. Legal advertisements for public hearings are included in Attachment #3.

The sequence of events leading to the presentation before City Council are as follows:

1. The Development Review Committee (DRC) reviewed the rezoning application and had no comments or objections to the request; and
2. The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on December 17, 2025, recommended approval of the rezoning request; and
3. The City Council, at their regularly scheduled meeting on February 3, 2026, approved the First Reading of Ordinance No. 2025-24 and the request to hold a second hearing for the adoption.

Budget Impact:
There are no budgetary impacts on the City in regards to the processing a rezoning application.

Strategic Impact:
Rezoning requests which address density and intensity changes are consistent with Growth Management Goals. This particular change in zoning is consistent with the City's goals for conservation protection measures and land use regulations.

Recommendation:
City Council approve the Second Reading and adoption of Ordinance No. 2025-24.

Attachment(s):
1. Attachment 1 - Business Impact Estimate
2. Attachment 2 - PZC Memo - Round Lake Rezoning
3. Attachment 3 - Rezoning Legal Notices Advertisements
4. Ordinance 2025-24_ Roundlake Chart_ Rezoning_(2nd Reading 2-17-26)

Prepared by: Michele Janiszewski, Deputy Planning Director
Reviewed by:

Whitney Donovan, Purchasing Coordinator	Approved - 2/3/2026
Matthew Dodson, Budget Officer	Approved - 2/3/2026
City Attorney, City Attorney	Approved - 2/10/2026
Jeanann Hand, City Clerk	Approved - 2/10/2026
Vince Sandersfeld, City Manager	Final Approval - 2/10/2026

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 28.68 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

CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191
E-mail: plandev@cityofmountdora.com

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

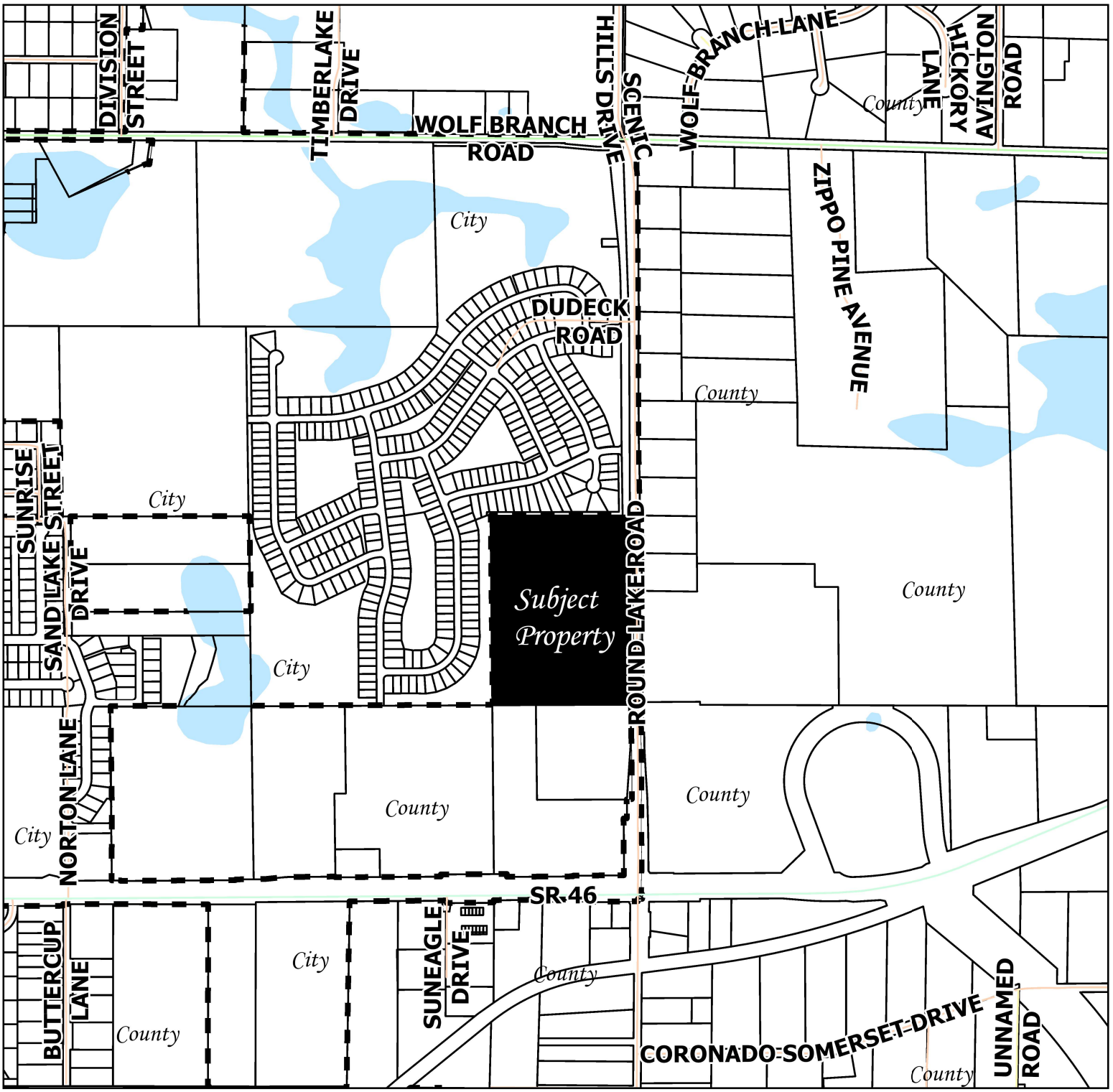
Round Lake Charter School
Proposed Annexation (28.68 Acres)

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

N

Legend

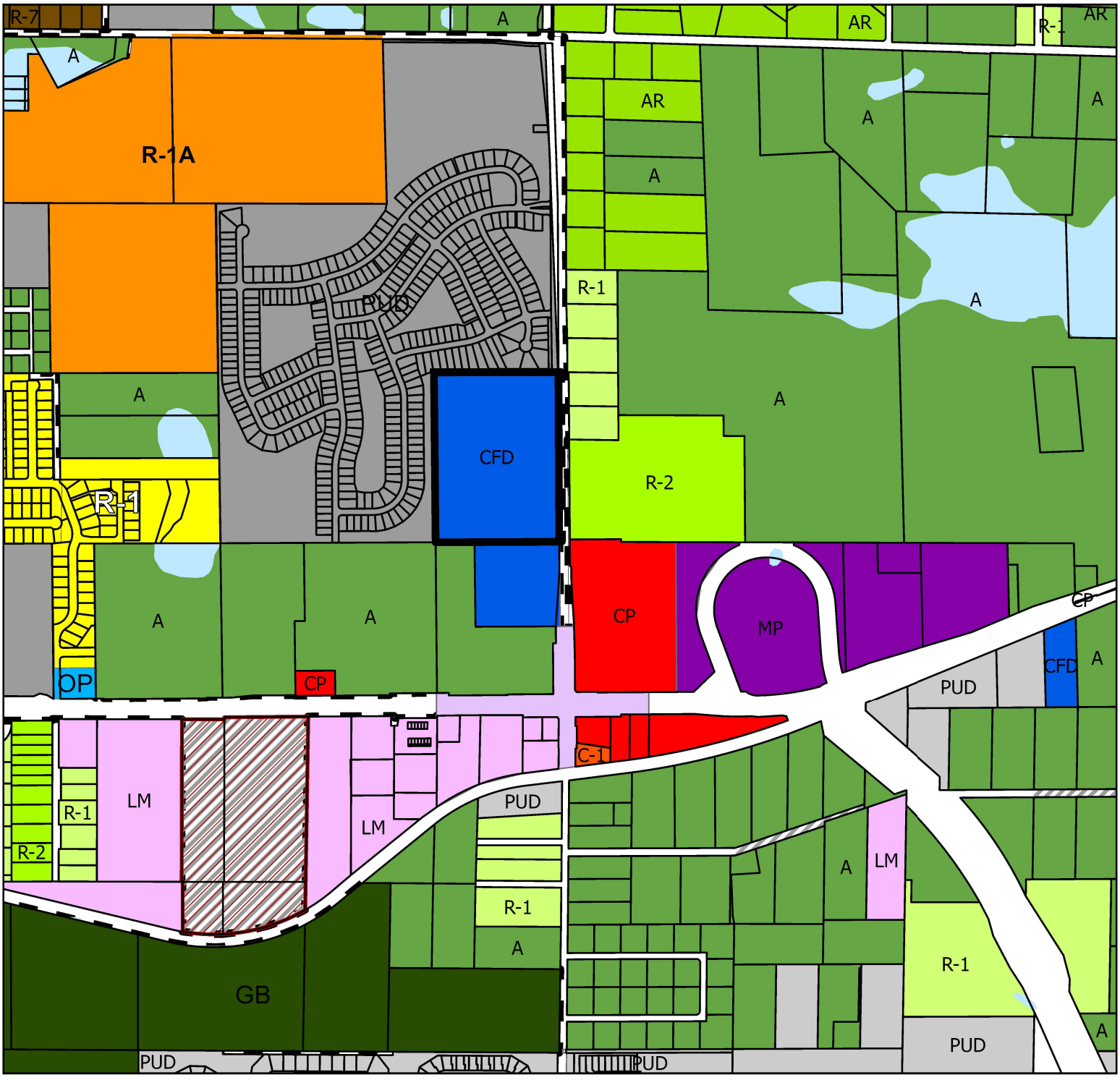
City Limits

In

Out

Subject Property

31333 Roiund Lake Road, Mount Dora
County Community Facility District (CFD) to
City Public Lands and Institutions (PLI)



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

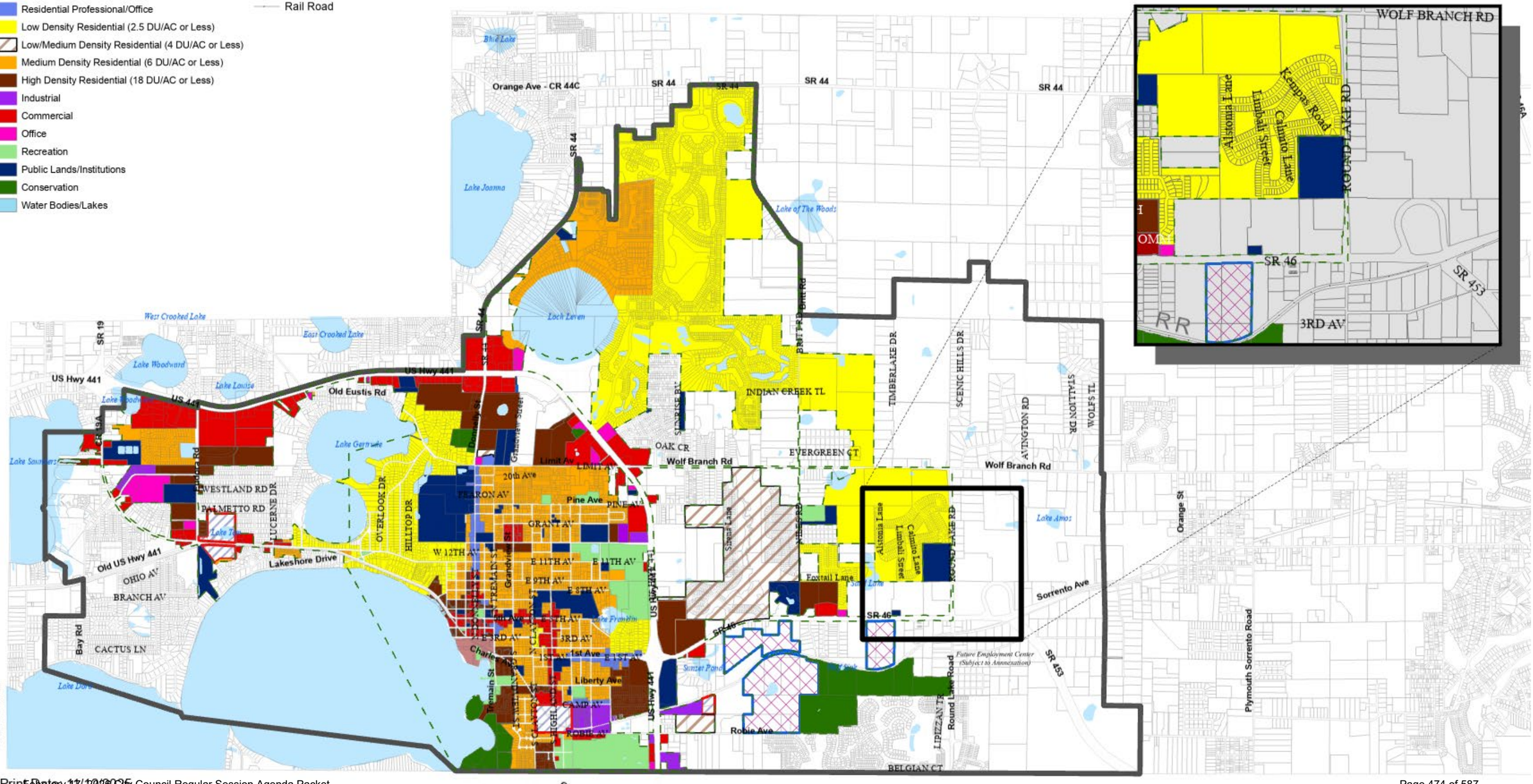
LEGEND:

- 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: 11/1/2025

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 3,500.00
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

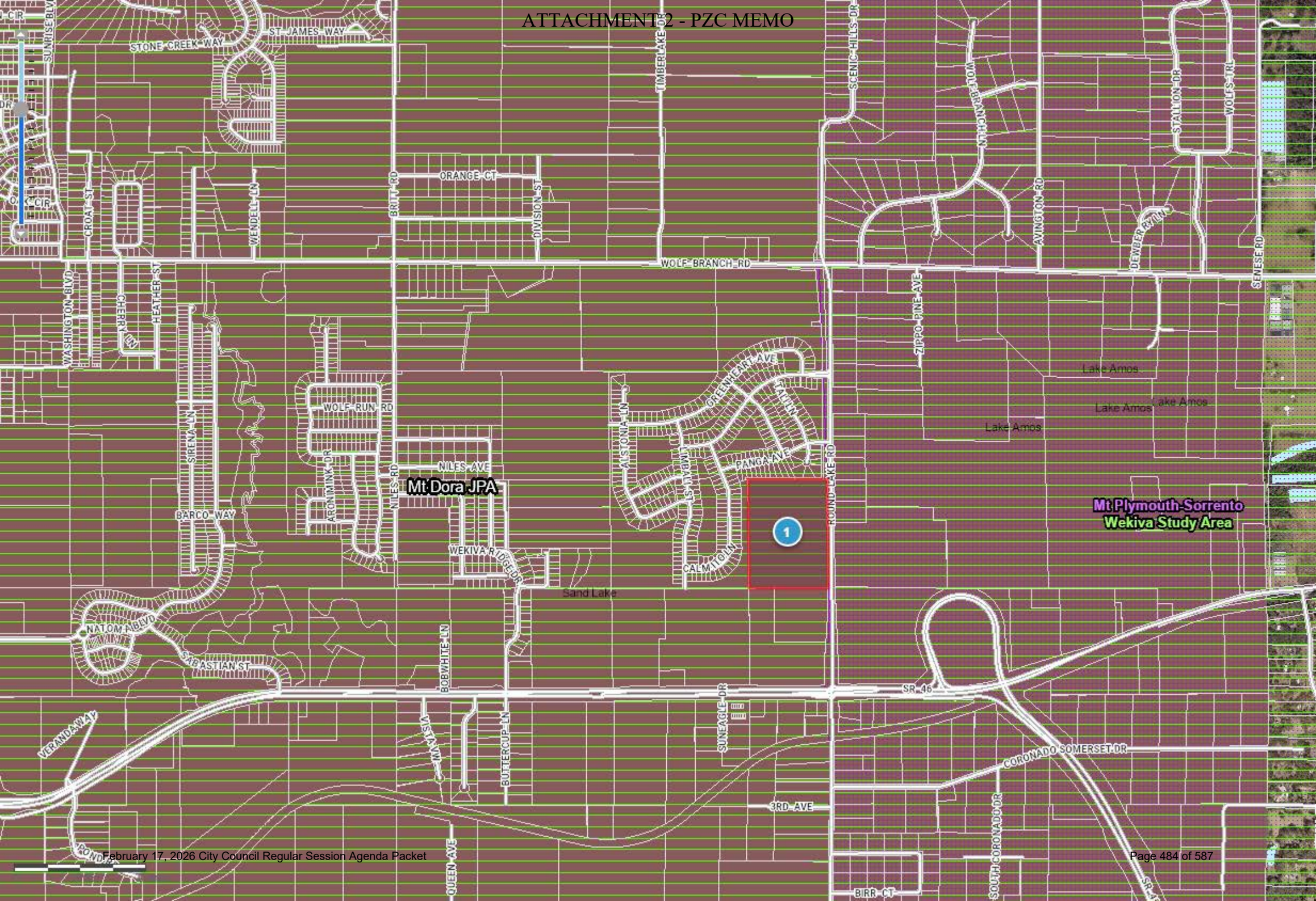
STATE OF FLORIDA
COUNTY OF Lake

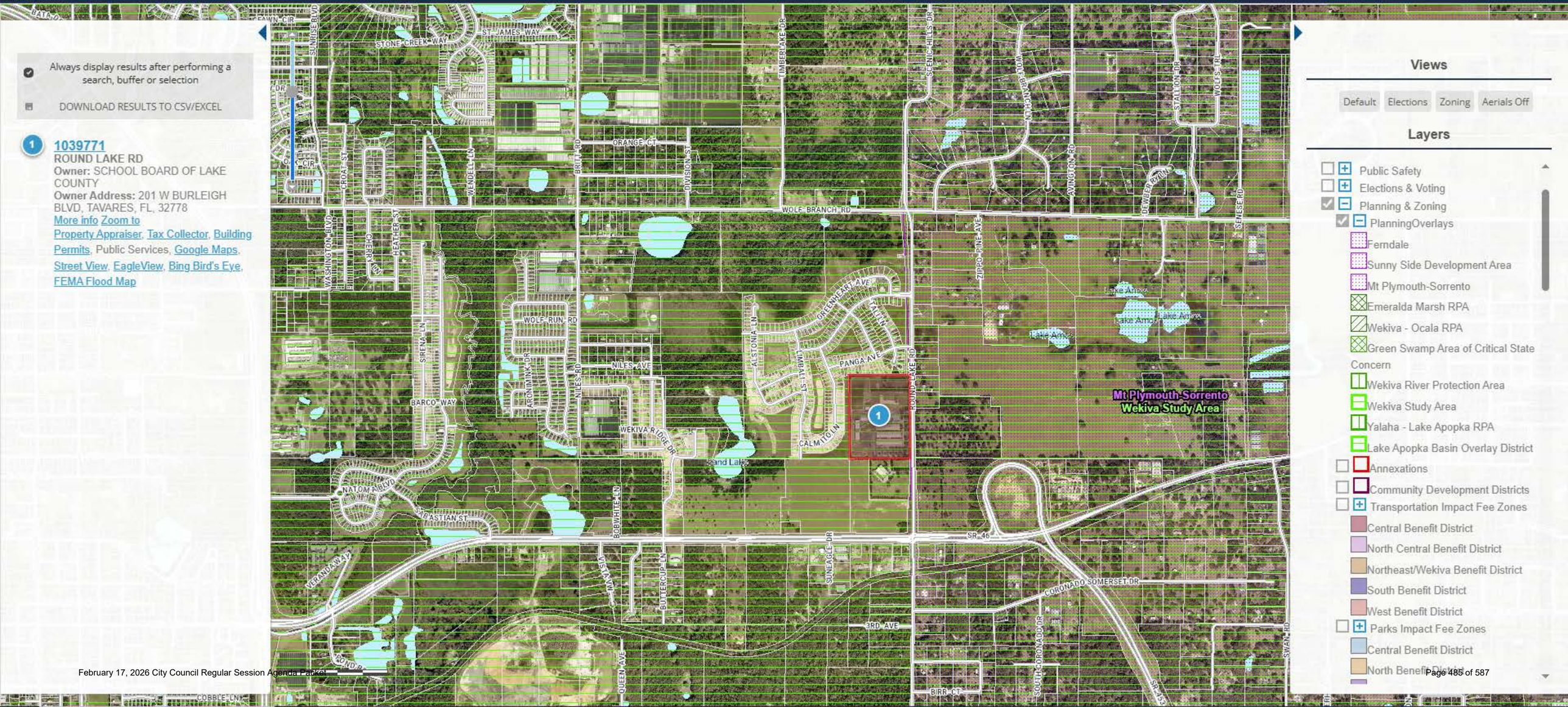
The foregoing instrument was acknowledged before me this 8th day of **May, 1998,** by **DAVID L. BROWN, a single person,** who is/are personally known to me or who has/have produced _____ as identification.

Linda L. Cerwinsky
Notary Public
My Commission Expires:

LINDA L. CERWINSKY
MY COMMISSION # CC 700516
EXPIRES: January 30, 2002
Bonded Thru Notary Public Underwriters

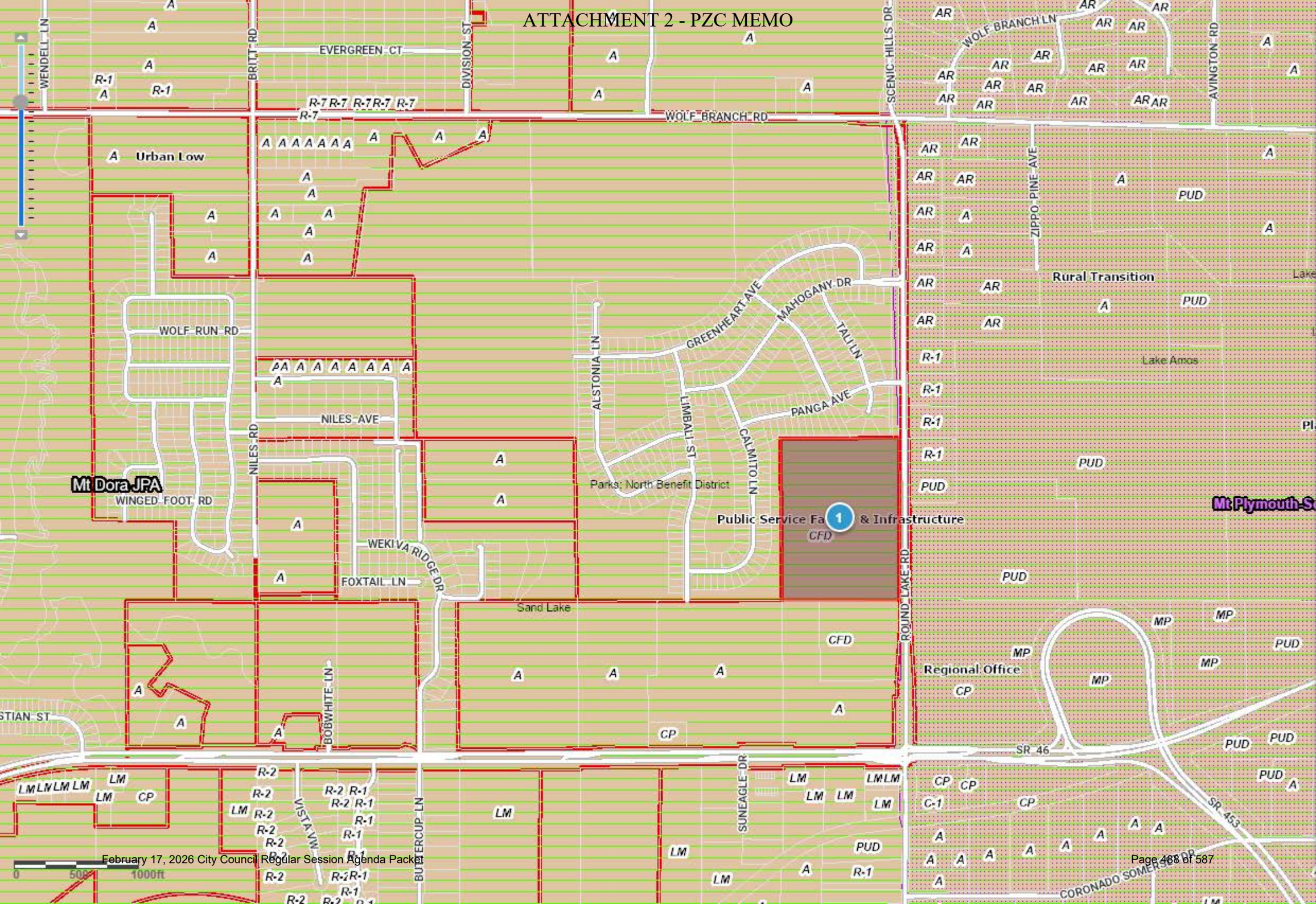
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POTTER, CLEMENT & LOWRY
308 East Fifth Avenue
Mount Dora, Florida 32757

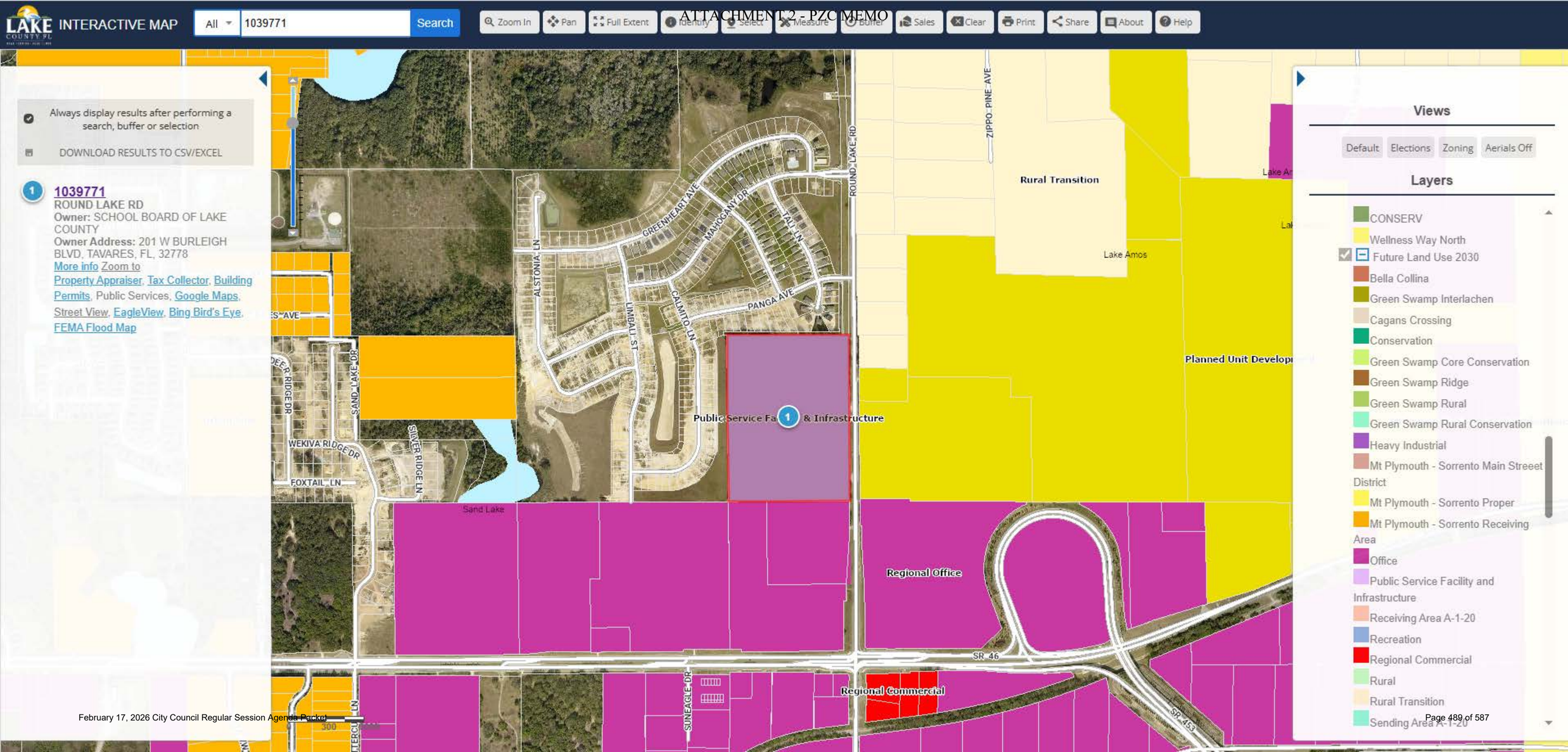

STONE CREEK WAY
ST JAMES WAY
TIMBER LAKE DR
SCENIC HILLS DR
ORANGE CT
BRITT RD
DIVISION ST
WENDELL LN
CROAT ST
WOLF BRANCH RD
WASHINGTON BLVD
CHERRY LN
HEATHER ST
ZIPPO PINE AVE
AVINGTON RD
DEWBERRY LN
STALLION DR
WOLFS TRL
SENECA RD
WOLF RUN RD
NILES RD
NILES AVE
Mt Dora JPA
SIRENA LN
BARCO WAY
ARONIMINK DR
ALSTONIA LN
GREENHEART AVE
PANGA AVE
ROUND LAKE RD
CALM TOLN
WEKIVA RIDGE DR
Sand Lake
Lake Amos
Mt Plymouth-Sorrento
Wekiva Study Area
1
NATOMA BLVD
SEBASTIAN ST
BOBWHITE LN
SR 46
VERANDA WAY
BUTTERCUP LN
SUNEAGLE DR
CORONADO SOMERSET DR
3RD AVE
SOUTH CORONADO DR
QUEEN AVE
BIRR CT


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
WEKIVA RIDGE DR
CALMITO LN
BARCO WAY
NATOMA BLVD
SEBASTIAN ST
VERANDA WAY
CORONADO SOMERSET DR
SOUTH CORONADO DR
3RD AVE
QUEEN AVE
BIRR CT
COBBLE LN
STONE CREEK WAY
ST JAMES WAY
TIMBERLAKE DR
SCENIC HILLS DR
WOLF RUN RD
AVINGTON RD
DEWEER RUN
STATION DR
WOLFS TRL
SEMESE RD
ZIPPO PINE AVE
WENDELL LN
BRITT RD
DIVISION ST
CROAT ST
WASHINGTON BLVD
HEATHER ST
SIRENA LN
ARONIMINK DR
ALSTONIA LN
BOBWHITE LN
BUTTERCUP LN
SUNEAGLE DR
MAYAPPLE LN
Lake Annie


ORANGE CT
EVERGREEN CT
BRITT RD
TIMBERLAKE DR
SCENIC HILLS DR
WOLF BRANCH LN
AVINGTON RD
DEWBERRY LN
WOLF S TRL
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ZIPPO PINE AVE
INVESTOR RD
Lake Amos
Lake Amos
Lake Amos
Lake Amos
WOLF RUN RD
GREENHEART AVE
TALLY LN
ALSTONIA LN
LIMBALI ST
PANGA AVE
ROUND LAKE RD
NILES AVE
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CALMITO LN
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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
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
ROUND LAKE RD
Sand Lake
Mt Plymouth-Sc
Regional Office
BOBWHITE LN
SR 46
SUNEAGLE DR
BUTTERCUP LN
VISTA VW
SR 453
CORONADO SOMERSET DR


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
WEKIVA RIDGE DR
SILVER RIDGE LN
FOXTAIL LN
Sand Lake
Rural Transition
Lake Amos
Planned Unit Develop
Public Service Fa 1 & Infrastructure
Regional Office
Regional Commercial
SR 46
SUNEAGLE DR
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 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

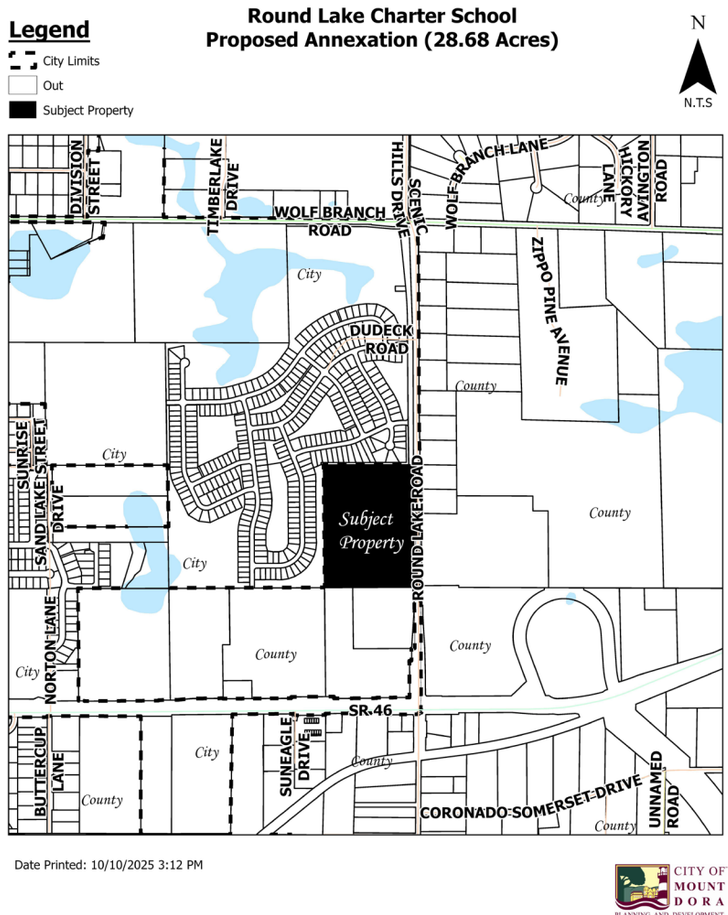
NOTICE OF ZONING CHANGE
ORDINANCE NO. 2025-24
CITY OF MOUNT DORA, FLORIDA

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 17, 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: February 9, 2026

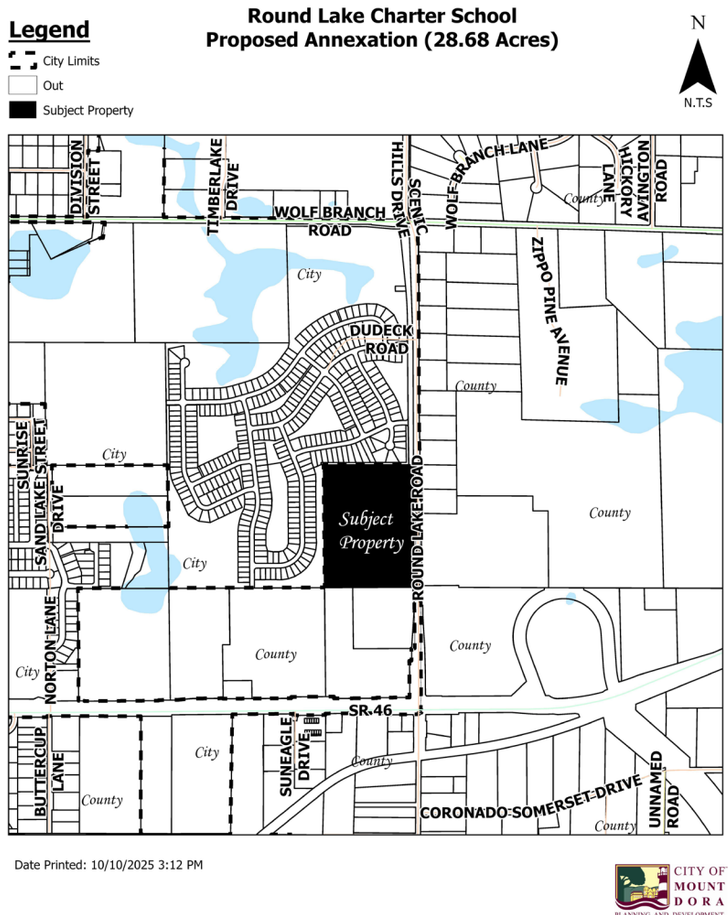
NOTICE OF ZONING CHANGE
ORDINANCE NO. 2025-24
CITY OF MOUNT DORA, FLORIDA

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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

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 28.68 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: February 3, 2026

SECOND READING: February 17, 2026

PASSED AND ADOPTED this 17th day of February, 2026.

_____
JAMES HOMICH
MAYOR of the City of Mount Dora, Florida

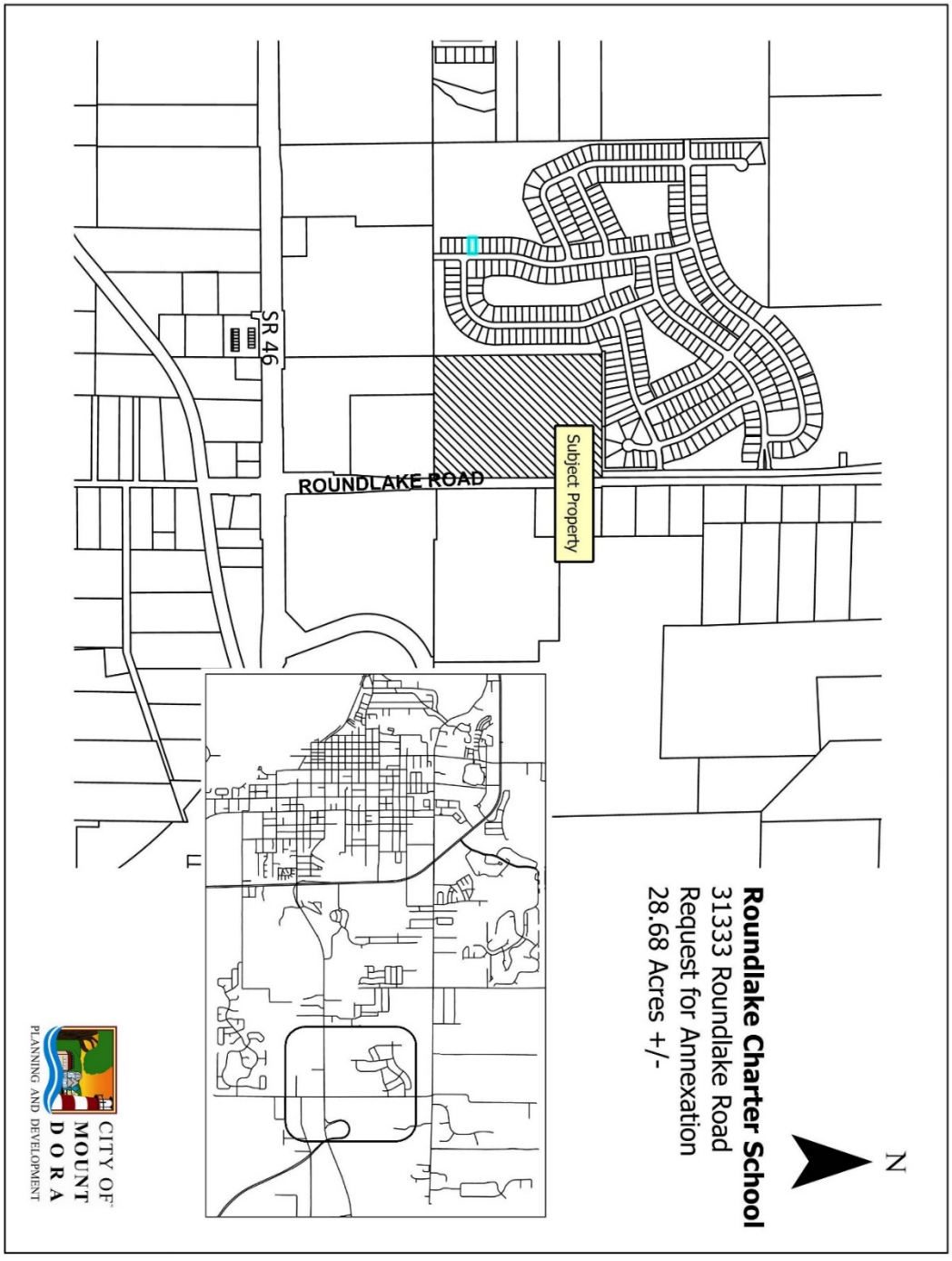
ATTEST:

_____
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 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Adoption of **Resolution No. 2026-02,** Approving the Wastewater Treatment Plant #2 Expansion Loan - State Revolving Fund (SRF) No. WW3514E

Introduction:
This is a request for City Council to adopt Resolution No. 2026-02, Approving the Wastewater Treatment Plant #2 Expansion Loan - SRF No. WW3514E for $19,166,503.00.

Discussion:
An SRF planning document evaluating alternatives for expansion of WWTP No. 2 was presented to City Council and approved on April 15, 2025, prior to applying for funding under the Supplemental Appropriation for Hurricanes Helene and Milton (SAHM) program.

On November 12, 2025, Mount Dora was awarded an authorized loan amount of $19,166,503 with 100% principal forgiveness. This Resolution is for the City of Mount Dora's approval.

The funding will be used towards a project that will expand WWTP No. 2 from 1.5 MGD to 3.5 MGD. This will be done while also increasing the level of treatment reducing the discharge of nitrogen and phosphorus in the effluent. The project will include the construction of a new headworks with screening and grit removal, two new biological process trains, upgrades to the two existing biological process trains, four new secondary clarifiers, new disk filters, new chlorine contact basins, effluent pumping, and sludge dewatering using as screw press.

Some of the history of the funding source is a follows. On December 21, 2024, the American Relief Act, 2025, ("the Act") was signed into law. The funding in Title VII of the Act for the Environmental Protection Agency (EPA) includes $3 billion in disaster relief of a Supplemental Appropriation for Hurricanes Helene and/or Milton and Hawai'i Wildfires (SAHM) for the State Revolving Fund (SRF) programs: $1.23 billion for the Clean Water State Revolving Fund (CWSRF) programs and $1.77 billion for the Drinking Water State Revolving Fund (DWSRF) programs, available only to states or territories in EPA Regions 3, 4, and 9 for wastewater

treatment works and drinking water facilities impacted by Hurricanes Helene and Milton and the Hawai'i Wildfires.

Budget Impact:
The SRF application pertains to the expansion of Wastewater Treatment Plant No. 2. Following submission of the facility plan, the City was selected by the State and placed on the funding priority list. The loan is a 100% principal forgiveness loan in the amount of $19,166,503.00. Acceptance of the loan does not obligate the City to take any action and will not have a negative impact on the City's budget.

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.
- Complete the Wastewater Treatment Plant #2 expansion.

Strategic Initiative 4: Provide High-Quality Services.

Recommendation:
City Council to adopt Resolution No. 2026-02, Approving the Wastewater Treatment Plant #2 Expansion Loan - SRF No. WW3514E.

Attachment(s):
1. Loan Application SRF WW3514E
2. RESOLUTION 2026-02 - WW3514E

Prepared by: Bill Mitchell, City Engineer
Reviewed by:

Bill Mitchell, City Engineer	Approved - 2/5/2026
Andrew Marsian, Public Works and Utilities Director	Approved - 2/5/2026
Whitney Donovan, Purchasing Coordinator	Approved - 2/5/2026
Matthew Dodson, Budget Officer	Approved - 2/5/2026
Jennifer Gates, Finance Director	Approved - 2/6/2026
City Attorney, City Attorney	Approved - 2/10/2026
Jeanann Hand, City Clerk	Approved - 2/10/2026
Vince Sandersfeld, City Manager	Final Approval - 2/10/2026

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE REVOLVING FUND LOAN PROGRAM for Point Source Water Pollution Control

LOAN APPLICATION

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Blvd., MS 3505
Tallahassee, FL 32399-3000

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LOAN APPLICATION

(1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.

(2) COMPLETING THE APPLICATION.

(a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.

(b) All information provided on this application must be printed. Monetary amounts may be rounded.

(c) Forms and attachments to be submitted are denoted with italic print.

(3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

(1) PROJECT SPONSOR City of Mount Dora

Federal Employer Identification Number 59-6000380

DUNS Number 079187795

(2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).

Name Vince Sandersfeld Title City Manager

Telephone (352) 735-7126 FAX _____ Email sandersfeldv@ci.mount-dora.fl.us

Mailing Address 510 N Baker St. Mount Dora, FL 32757

(3) PRIMARY CONTACT (person to answer questions regarding this application).

Name Andrew Marsian Title Pubic Works and Utilities Director

Telephone (352) 735-7100 EXT 1835 FAX _____ Email marsiana@cityofmountdora.com

Employer City of Mount Dora

Mailing Address 401 Limit Ave. Mount Dora, FL 32757

(4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #*_____).

Name Michael Scullion Title Senior Project Manager

Telephone (352) 343-8481 FAX _____ Email mscullion@halff.com

Employer Halff Assosciates Inc.

Mailing Address 908 N Sinclair Ave Tavares FL 32778

(5) PROJECT NUMBER (listed on the Department's priority list). WW3514E

(6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing? ☐ Yes ☒ No

PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #*_____)

(1) ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment #*_____) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ■ No. If "No", please explain. (*Attachment #*_____)

(2) SCHEDULE.

(a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation: April 2026

Engineering work: April 2027

Certification of site availability: _____

Permit: _____

(b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If "Yes", please explain. (*Attachment #*_____) ☐ Yes ☒ No

(c) Is this a design/build project? ☐ Yes ☒ No

(3) COST. Is the cost information submitted for the planning, design or SSES loan priority list current? If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment #_____) Note that the disbursable amount will be limited to the priority list amount. ☐ Yes ☒ No

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

(1) ACTIVITIES.

(a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #*_____).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No

If "No", please explain. (*Attachment #*_____)

(b) Have any of the contracts been bid? ☐ Yes ☐ No

If "Yes", indicate which contracts have been bid. (*Attachment #*_____)

(c) Was planning, design, or SSES for this project financed in another SRF loan? ☐ Yes ☐ No

If "Yes", give the SRF loan number. _____

(d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☐ No

If "Yes", attach a copy of the interlocal agreement. (*Attachment #*_____)

Is the interlocal agreement fully executed and enforceable? ☐ Yes ☐ No

If "No", please explain (*Attachment #*_____).

(2) SCHEDULE. (month and year)

(a) Anticipated notice to proceed for first construction contract. _____

(b) Anticipated completion of all construction contracts. _____

(3) COST. Is the cost information submitted for the priority list current? [x] Yes [ ] No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #*_____) Note that the disbursable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

(1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is $_____

Note that the disbursable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

(2) TERMS AND REPAYMENT.

(a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.

What is the useful life of the project? _____ (years)

Over how many years would you like to amortize the loan? _____ (years)

(b) List all revenues that are to be pledged for repayment of this loan. _____.

(c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? _____% (coverage percentage)

(d) Is any other financial assistance being applied to this project? [ ] Yes [ ] No

If "Yes", please list. (*Attachment #*_____)

(3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of $10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.

(4) INFORMATION ON LIENS.

(a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (*Attachment #*_____) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of $10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.

(b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

(c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #_____*).

(d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #_____*).

(5) ACTUAL AND PROJECTED REVENUES.

(a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.

(b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.

(6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #_____*) The opinion must address the following:

(a) Availability of the revenues to repay the loan.

(b) Right to increase rates at which revenues shall be collected to repay the loan.

(c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.

(7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

(1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #_____*) for the following:

(a) Pledging revenues to repay the loan.

(b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.

(2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:

(a) Assurances for capitalization grant projects.

1. Complete all facilities for which funding has been provided.

2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.

3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.

4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.

5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.

6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.

7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.

8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.

9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.

11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.

12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.

13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.

14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.

15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.

16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.

17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.

18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.

19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.

20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.

21. Minority and Women’s Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.

(b) Assurances for other projects.

1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, “Coastal Zone Protection Act of 1985” which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.

2. Chapter 163, Part II, F.S., the “Local Government Comprehensive Planning and Land Development Regulation Act” which requires units of local government to establish and implement comprehensive planning programs to control future development.

3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.

4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.

5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.

6. Chapter 267, F.S., the “Florida Historical Resources Act” which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.

7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.

8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.

10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.

11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.

12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.

13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.

14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

(c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this _____ Day of _____ , 20 _____

Authorized Representative _____ _____
(signature) *(name typed or printed)*

Attachments

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

	#1	#2	#3
Identify Each Obligation	_____	_____	_____
Coverage	_____ %	_____ %	_____ %
Insured?	_____ Yes _____ No	_____ Yes _____ No	_____ Yes _____ No

Fiscal Year	**Annual Debt Service (Principal Plus Interest)** #1	#2	#3	**Total Debt Service**	**Total Debt Service Incl. Coverage**
2011	$	$	$	$	$
2012	$	$	$	$	$
2013	$	$	$	$	$
2014	$	$	$	$	$
2015	$	$	$	$	$
2016	$	$	$	$	$
2017	$	$	$	$	$
2018	$	$	$	$	$
2019	$	$	$	$	$
2020	$	$	$	$	$
2021	$	$	$	$	$
2022	$	$	$	$	$
2023	$	$	$	$	$
2024	$	$	$	$	$
2025	$	$	$	$	$
2026	$	$	$	$	$
2027	$	$	$	$	$
2028	$	$	$	$	$
2029	$	$	$	$	$
2030	$	$	$	$	$
2031	$	$	$	$	$
2032	$	$	$	$	$
2033	$	$	$	$	$
2034	$	$	$	$	$
2035	$	$	$	$	$
2036	$	$	$	$	$
2037	$	$	$	$	$

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

		FY 20	FY 20
(a)	Operating Revenues (Source)		
	_____	_____	_____
	_____	_____	_____
(b)	Interest Income	_____	_____
(c)	Other Income or Revenue (Identify)		
	_____	_____	_____
	_____	_____	_____
(d)	Total Revenues	_____	_____
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	_____	_____
(f)	Net Revenues [(f) = (d) – (e)]	_____	_____
(g)	Debt Service (including any required coverage)	_____	_____

(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (*Attachment #*_____)

(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (*Attachment #*_____)

(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (*Attachment #*_____)

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment #_____*)

		FY 20	FY 20	FY 20	FY 20	FY 20
(a)	Operating Revenue					
(b)	Interest Income					
(c)	Other Income or Revenue (identify)					
	_____					
	_____					
(d)	Total Revenues					
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)					
(f)	Net Revenues (f = d - e)					
(g)	Revenue (including coverage) pledged to debt service, excluding SRF loans					
(h)	Revenue (including coverage) pledged to outstanding SRF loans					
(i)	Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]					

(j) Identify the source of the above information and explain methods used to develop the projections (*Attachment #_____*). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.

(k) For construction loans, are the above projections consistent with the accepted financial feasibility information? ☐ Yes ☐ No

If "No", please explain. (*Attachment #_____*)

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

Attachment	Number

RESOLUTION NO. 2026-02

A RESOLUTION OF CITY OF MOUNT DORA, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. WW3514E as eligible for available funding; and

WHEREAS, the City of Mount Dora, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

NOW, THEREFORE, be it resolved by the City of Mount Dora, Florida, as follows:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City of Mount Dora, Florida, is authorized to apply for a loan to finance the Project.

SECTION 3. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION 4. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties.

SECTION 5. The City Manager is authorized to represent the City in carrying out the City's responsibilities under the loan agreement and is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 6. The legal authority for borrowing moneys to construct this Project is 166.111, *Florida Statutes*.

SECTION 7. All prior actions of the City of Mount Dora pertaining to the financing of Project No. WW3514E, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 8. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 9. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 11. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 17th day of February 2025.

_____
James L. Homich, Mayor

ATTEST:

_____
Jeanann Hand, City Clerk

For the use and reliance of the City of Mount Dora only.

_____
Patrick Brackins, City Attorney

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

DATE: **February 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Adoption of **Resolution No. 2026-03**, Approving the Federal BUILD Grant Application for the Wekiva Trail Extension

Introduction:
This is a request for Council to adopt Resolution No. 2026-03, authorizing staff to collaborate with Lake County, the City of Tavares and Trust for Public Land on submitting a Federal BUILD grant application for the Wekiva Trail Extension.

Discussion:
The U.S. Department of Transportation has released a Notice of Funding Opportunity (Attachment #1) announcing $1.5 billion in grant funding available through the Better Utilizing Investments to Leverage Development (BUILD) program.

In response, Lake County, in coordination with the City of Mount Dora, the City of Tavares and the Trust for Public Land, will submit a $25 million BUILD grant application for the Wekiva Trail Extension (Segments 1 and 5). Similar applications have been submitted in prior years for this project under the same program. In the most recent BUILD grant cycle, the Wekiva Trail Extension received a Project of Merit designation and advanced to Secretary Duffy's highly rated list; however, it was not selected for final funding.

As in prior funding cycles, BUILD grants are awarded on a competitive basis to projects demonstrating significant local or regional impact. The Wekiva Trail Extension is a strong candidate for funding and aligns well with the program's objectives. The updated grant application incorporates new information consistent with current requirements and is scheduled for submission in February 2026.

Both Lake County and the Trust for Public Land have engaged federal lobbyists to assist with advancing the application. In addition, representatives from Lake County, the Cities of Mount Dora and Tavares, the Trust for Public Land, and project lobbyists conducted a Washington, D.C. fly-in on December 3, 2025, meeting with the full Florida congressional delegation and U.S. Department of Transportation leadership. The project received strong support from all

offices engaged. Additionally, CSX Transportation's recent agreement to sell the railroad corridor has further strengthened the application.

The Wekiva Trail is a planned multi-use recreational pathway designed to enhance regional connectivity and link multiple communities. Segment 1 will extend from Sorrento through Mount Dora and connect to Segment 5 in Tavares. The Wekiva Trail Extension project involves acquisition of a railroad corridor owned by CSX Transportation, Inc. and leased to the Florida Central Railroad. Upon completion, these segments will connect to other trail segments in Lake, Seminole, and Orange Counties and link to the statewide Coast to Coast Trail network, the Lake Apopka Loop Trail, the Green Mountain Scenic Byway, the River to Hills Trail, and the Lake Ridge Trail.

Budget Impact:

The consultant preparing the grant application has provided Lake County with a letter of engagement in an amount not to exceed $18,000. The City of Mount Dora will contribute one-third of the total cost for the grant application, totaling $6,000, which is budgeted in GL #001-1620-552.31-01. The remaining two-thirds of the cost will be shared by the City of Tavares and Lake County.

Strategic Impact:

Strategic Initiative 1: Promote Economic Development
Goal 2: Enhance alternative mobility transportation modes to include trail networks.
Objective 2.2 — Research grants to help with trail and bike corridors.

Strategic Initiative 5: Invest in Fiscal and Human Resources
Goal 13: Identify and seek alternative funding sources
Objective 13.1 — Pursue federal, state and local grants to fund City projects and studies.

Recommendation:

City Council adopt Resolution No. 2026-03

Attachment(s):

1. FY 2026 USDOT BUILD Grant Notice of Funding Opportunity
2. Resolution No. 2026-03 , Federal BUILD Grant Application

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

Misty Sommer, Director of Economic Development & Public Information	Approved - 2/4/2026
Matthew Dodson, Budget Officer	Approved - 2/4/2026
Jennifer Gates, Finance Director	Approved - 2/4/2026
City Attorney, City Attorney	Approved - 2/4/2026
Jeanann Hand, City Clerk	Approved - 2/4/2026
Vince Sandersfeld, City Manager	Final Approval - 2/4/2026

FY 2026 Notice of Funding Opportunity

Better Utilizing Investments to Leverage Development (BUILD) Grant Program

Office of the Secretary

U.S. Department of Transportation (DOT)

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A. BASIC INFORMATION

The Office of the Secretary (OST) announces the intention to hold one round of selections under the FY 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Notice of Funding Opportunity (NOFO).

Basic Information: Better Utilizing Investments to Leverage Development (BUILD)	
Announcement Type	Notice of Funding Opportunity
Funding Opportunity Title	FY 2026 National Infrastructure Investments
Funding Opportunity Number	DTOS59-26-RA-BUILD
Assistance Listing Number	20.933
Objective	The goal of the program is to fund projects that will have a significant local or regional impact and improve transportation infrastructure.
Program Overview	BUILD grants will be awarded on a competitive basis, per statute, for planning or constructing surface transportation infrastructure projects that will improve safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness and opportunity including tourism; state of good repair; partnership and collaboration; and innovation.
Funding	At least $1.5 billion in FY 2026 IIJA funds
Minimum Award Size	• $1 million for rural capital projects • $5 million for urban capital projects • Planning projects do not have a minimum award size
Maximum Award Size	$25 million
Eligible Applicants	• States and the District of Columbia • Any territory or possession of the United States • A unit of local government • A public agency or publicly chartered authority established by one or more States • A special purpose district or public authority with a transportation function, including a port authority • A Federally recognized Indian Tribe or a consortium of such Indian Tribes • A transit agency • A multi-State or multijurisdictional group of entities that are separately eligible

Eligible Project Types	• highway or bridge projects eligible under title 23; • public transportation projects eligible under chapter 53 title 49; • passenger and freight rail transportation projects; • port infrastructure investments including inland port infrastructure and land ports of entry; • the surface transportation components of an airport project eligible for assistance under part B of subtitle VII; • project investing in surface transportation facilities located on Tribal land, the title or maintenance responsibility of which is vested in the Federal Government; • projects to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species that will advance the goal of the program; • intermodal projects whose components are otherwise an eligible project type; • any other surface transportation infrastructure project that the Secretary considers to be necessary to advance the goals of the program
Submission Requirements and Deadlines	Applications must be submitted online via Valid Eval no later than 5:00 pm eastern on February 24, 2026. • Complete instructions on how to apply can be found at grants.gov and the BUILD program website • Customer support for Valid Eval can be reached at support@valideval.com Selections are expected to be announced no later than June 28, 2026
Prior Awards	• For FY 2025 BUILD Round 2, the Department received 815 eligible applications requesting over $10 billion • 30 projects were awarded a total of $488 million • Awards were made to projects in 27 states Awards ranged from $239,000 to $25 million
Agency Contact Information	Email: BUILDgrants@dot.gov Website: https://www.transportation.gov/BUILDgrants Due to the competitive nature of the program, during the application submittal phase, the Department is unable to accommodate individual meeting requests to discuss the opportunity or specific project ideas, and unable to provide individualized guidance or render opinions about the merit of a specific project.

1. FY 2026 BUILD ROUND

Funding for FY 2026 BUILD Applications

The Department intends to make one round of selections under this NOFO using the $1.5 billion provided by the Infrastructure Investments and Jobs Act (IIJA) for FY 2026 and will include any additional funding appropriated for National Infrastructure Investments in an Appropriations Act.

The Department may also make available through this NOFO funds from recently cancelled or withdrawn RAISE projects.

2. CHANGES FROM THE FY 2025 NOFO

The FY 2026 BUILD NOFO makes the following changes from the FY 2025 BUILD NOFO:

- There will be one round of project selections for the FY 2026 BUILD grant program.

- FY 2025 BUILD applications designated "Projects of Merit" will not be carried over into the FY 2026 BUILD competition. Applicants with an FY 2025 BUILD Project of Merit designation need to submit a new application to be considered under the FY 2026 competition.

- FY 2026 BUILD applications advanced by the Senior Review Team to the Highly Rated List, but that are not awarded, are automatically designated as "Projects of Merit." Projects with this designation will be carried over into FY 2027 BUILD, subject to authorization and appropriations, and considered by the SRT for advancement to the Highly Rated List, along with other FY 2027 applications eligible for advancement to the Highly Rated List.

- Updates Areas of Persistent Poverty to account for the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census.

- Project elements and benefits under the merit criteria rating rubric have been updated to align with Administration priorities and executive orders.

- Changes priority merit criteria to: safety, quality of life, mobility and community connectivity, and economic competitiveness.

- Changes "Technical Capacity Review" to "Applicant Capacity" and "Environmental Risk Review" to "Project Risk Review" under the Project Readiness review.

- Conforms to the Department's Benefit-Cost Analysis ratings of "High," "Medium-High," "Medium," "Medium-Low," and "Low" instead of "Positive" and "Negative.

  Other selection considerations have been added including: increased cost share, project readiness, projects located in Qualifying Opportunity Zones, and receiving a previous TIGER/RAISE/BUILD grant.

B. ELIGIBILITY

1. ELIGIBLE APPLICANTS

Eligible BUILD grant applicants are:

- States and the District of Columbia
- Any territory or possession of the United States
- A unit of local government
- A public agency or publicly chartered authority established by one or more States
- A special purpose district or public authority with a transportation function, including a port authority
- A Federally recognized Indian Tribe or a consortium of such Indian Tribes
- A transit agency
- A multi-State or multijurisdictional group of entities that are separately eligible

The following are **not** eligible BUILD grant applicants:

- Federal agencies
- Non-profits
- Private entities
- Individuals

Multiple states or jurisdictions may submit a joint application, designating a lead applicant as the primary contact and award recipient. The application should outline each applicant's roles and responsibilities.

DOT expects the applicant to manage and deliver the project. **If the applicant plans to transfer the award to another agency, this should be stated in the application, along with a supporting letter from the designated entity.**

2. MINIMUM FUNDING REQUEST FOR CAPITAL PROJECTS

Capital Grants	Minimum Request
Rural Areas	$1 million
Urban Areas	$5 million

Applicants submitting capital grant applications for projects located in rural areas must request at least $1 million in BUILD funding. Applicants submitting capital grant applications for projects located in urban areas must request at least $5 million in BUILD funding. **Failure to request the minimum funding amount for a capital grant application will result in the application being ineligible.**

There is **no minimum funding** request requirement for planning grant applications.

3. APPLICATION LIMIT

Each applicant can submit up to three applications. Unrelated project components should not be combined in one application to meet this limit. If an applicant submits more than three applications, only the first three will be considered.

4. COST SHARING

Cost sharing means the portion of the project's cost that is not paid by Federal funds. Cost share funds are typically stated as a percentage of the total project cost. The Department considers an application's Federal share to:

- confirm eligibility; and
- may consider it as a competitive selection factor

Project Location	Cost Share Requirement
Urban	Up to 80% Federal Funding
Rural	Up to 100% Federal Funding
Area of Persistent Poverty	
Historically Disadvantaged Community	

The Federal share for BUILD grant projects **shall not exceed 80 percent** unless the project receives one of the following location designations (see Location Designations for definitions):

- Rural
- Area of Persistent Poverty (APP) / Historically Disadvantaged Community (HDC)

Applicants with projects located in one of the designated areas above are eligible to fund the project up to 100 percent with Federal funding. Projects located in an **urban area**, that are not designated APP/HDC, that have **more than 80 percent federal funding will be ineligible**.

Applicants should use the following equation when determining the cost share for their project:

$$\frac{(\boldsymbol{BUILD\ Grant\ Request + Other\ Federal\ Funds})}{\boldsymbol{Total\ Project\ Cost}} = \boldsymbol{Federal\ Cost\ Share}$$

Total Project Cost means the sum of future eligible Federal and non-Federal costs yet to be incurred.

Eligible sources of non-Federal funds include:

- State funds originating from programs funded by State revenue
- Local funds originating from State or local revenue-funded programs
- Private funds
- Tribal transportation program funds under section 202 of title 23
- Federal lands transportation program funds under section 203 of title 23

- TIFIA program funds (as defined in section 601(a) of title 23)
- Railroad Rehabilitation and Improvement Financing Program under chapter 224
- Federal credit assistance (if repaid from non-Federal sources)

Toll credits under 23 U.S.C. 120(i) are considered a Federal source under the BUILD program.

Unless otherwise authorized by statute, funds used to satisfy the cost-share requirements of a different Federal program may **not** be counted as the cost-share for both the BUILD grant and another Federal grant program.

Non-Federal funds are subject to the same Federal requirements as BUILD grant funds.

For each project that receives a BUILD grant award, **the terms of the award will require the recipient to complete the project using at least the amount of non-Federal funding that was specified in the application**. If the actual costs of the project are greater than the costs estimated in the application, the recipient will be responsible for addressing the funding shortfall and maintaining the level of non-Federal funding stated in the application. If the actual costs of the project are less than the costs estimated in the application, the Department will generally reduce the Federal contribution to ensure federal cost share requirements are met.

5. PRE-AWARD AUTHORITY

Unless authorized by the Department in writing after announcement of FY 2026 BUILD awards, **any costs incurred prior to the Department's obligation of funds for a project ("pre-award costs") are ineligible for reimbursement and cost share requirements**.[1] In general, BUILD Program funds are administered on a reimbursement basis. Grant recipients will generally be required to pay project costs upfront using their own funds, and then request reimbursement for those costs. If a recipient cannot complete a project on reimbursement basis, DOT will—on a case-by-case basis—consider recipient requests to use alternate payment methods as described in 2 CFR 200.305(b), including advance payments.

6. LOCATION DESIGNATIONS

i. Urban or Rural

Urban and rural definitions differ across DOT programs. For the BUILD program:

- **Urban**: A project is designated as urban if it is located within (or on the boundary of) a Census-designated urban area that had a population greater than 200,000 in the 2020 Census.[2]

[1] Pre-award costs are costs incurred after award announcement, but directly pursuant to the negotiation of a grant agreement where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2026 BUILD award cannot be charged to FY 2026 BUILD funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2026 BUILD award, cannot be charged to FY 2026 BUILD funds.

[2] For the purpose of this NOFO, the definition of urban and rural is based on the 2020 Census-designated urbanized areas. The Department is required by IIJA to use the most recent decennial census information.

- **Rural**: A project is designated as rural if it is located outside a Census-designated urban area that had a population greater than 200,000 in the 2020 Census.

The Department provides an interactive map to show Census-designated urban areas with populations greater than 200,000 in the 2020 Census.

A project located in both an urban and a rural area will be designated as urban if the majority of the project's costs will be spent in urban areas. Conversely, a project located in both an urban area and a rural area will be designated as rural if the majority of the project's costs will be spent in rural areas. For BUILD planning grants, the location of the project being planned, prepared, or designed will be used for the urban or rural designation.

Urban and rural designations impact the following aspects of the BUILD program:

- Minimum BUILD funding requirements
- Fundings restrictions
- Cost share

ii. Areas of Persistent Poverty and Historically Disadvantaged Communities

The Department provides an interactive map to show Areas of Persistent Poverty and Historically Disadvantaged Communities.

Areas of Persistent Poverty (APP) are defined by BUILD statute:

- Any county that has consistently had greater than or equal to 20 percent of the population living in poverty during the 30-year period preceding November 15, 2021, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census
  - The FY 2026 BUILD NOFO updated county APP designations to utilize the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the census.
- Any census tract with a poverty rate of at least 20 percent as measured by the 2014-2018 5-year data series available from the American Community Survey of the Bureau of the Census
- Any territory or possession of the United States

Historically Disadvantaged Communities (HDC) will use the same definition as APP for purposes of this NOFO.

iii. Qualified Opportunity Zones

The Department provides more information as well as an interactive map to show Qualified Opportunity Zones. The Internal Revenue Service (IRS) designates Qualified Opportunity Zones and maintains a list on the IRS website. The Department may consider prioritizing the selection of projects located in designated Qualified Opportunity Zones.

7. ELIGIBLE PROJECTS

i. Capital Projects

Eligible capital projects activities include:

- Highway or bridge projects eligible under title 23, United States Code
- Public transportation projects eligible under chapter 53 of title 49, United States Code
- Passenger and freight rail transportation projects
- Port infrastructure investments (including inland port infrastructure and land ports of entry)
- The surface transportation components of an airport project eligible for assistance under part B of subtitle VII of title 49, United States Code[3]
- Projects investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government
- Projects to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species while advancing the goals of the BUILD program
- Intermodal projects whose component parts are otherwise an eligible project type
- Any other surface transportation infrastructure project that the Secretary considers to be necessary to advance the goals of the program[4]
    - Public road and non-motorized projects that are not otherwise eligible under title 23, United States Code
    - Surface transportation components of transit-oriented development projects
    - Surface transportation components of mobility on-demand projects that expand access and reduce transportation cost burden

Ineligible projects are:

- Purchasing school buses
- Deploying broadband as a standalone project
- Improving stormwater management as a standalone project
- Creating dedicated facilitates for nursing mothers as a standalone project
- Installing accessible changing tables as a standalone project
- Planning or constructing housing and parks
- Improvements to Federally owned facilities
    - Unless the project is investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government

[3] Eligible surface transportation components of eligible airport projects are those projects listed in "Appendix P: Road and Surface Transportation Projects" of the Airport Improvement Program (AIP) handbook. For more details on airport project eligibility, please see the Frequently Asked Questions on the BUILD website.

[4] DOT may award a BUILD grant to pay for the surface transportation components of a broader project that has non-surface transportation components, and applicants are encouraged to apply for BUILD grants to pay for the surface transportation components of these projects. However, costs for non-surface transportation components are not eligible to count as matching funds for the BUILD grant.

If a project type isn't explicitly listed as eligible or ineligible, applicants should explain its necessity for advancing the BUILD program goals in their application. The Department will then determine eligibility individually.

Research, demonstration, or pilot projects are only eligible if they lead to long-term, permanent surface transportation infrastructure with independent utility as defined in the Project Components section.

ii. Planning Projects

Eligible planning projects activities include:

- Planning, preparation, design, or engineering of eligible surface transportation capital projects described in the Capital Projects section that will not result in construction with FY 2026 BUILD funding.
  - Examples include: feasibility studies, benefit-cost analysis, environmental analysis, permitting, and other pre-construction activities
- Development of master plans, comprehensive plans, transportation corridor plans, and integrated economic development, land use, housing, and transportation plans
- Planning activities related to the development of a multimodal freight corridor
- Development of port and regional port planning, including State-wide or multi-port planning within a single jurisdiction or region
- Risk assessments and planning to identify vulnerabilities and address the transportation system’s ability to withstand probable occurrence or recurrence of an emergency or major disaster

If an application includes right-of-way acquisition, the project will be considered a capital project.

8. PROJECT COMPONENTS

An application for a BUILD grant can include multiple components, which may be executed by different parties. The Department requires all components, whether or not they receive Federal funding, to be delivered as part of the BUILD project.

Components may be funded individually if they meet the following criteria:

- Independently satisfy minimum award amounts and eligibility requirements.
- Independently align with selection criteria
- Meets National Environmental Policy Act (NEPA) requirements for independent utility – meaning the component must be a usable improvement on its own and ready for use upon completion.

Components in a single application must be related. Each component's status should be clearly outlined, for example, in the project schedule. Applicants should also detail independent components and their costs separately, showing how each one meets selection criteria and benefits on its own, in addition to how the full proposal does. Federal funding for some components might subject others to additional Federal requirements.

9. REDUCED AWARDS

If selected for award, the Department may decrease the BUILD funding amount from the applicant's request if some elements of the project are ineligible or to comply with statutory set asides such as awarding funding evenly between projects located in rural and urban areas.

10. PREVIOUS BUILD/RAISE/TIGER RECIPIENTS

Previous recipients of a BUILD grant may apply for funding to support additional phases of their project.[5] The application should demonstrate the extent to which the previously funded project has met estimated project schedules and budget, as well as the ability to realize the benefits expected for the project. **Receiving a previous BUILD/RAISE/TIGER award may impact the competitiveness of an application under the FY 2026 BUILD competition.**

C. PROGRAM DESCRIPTION

1. PROGRAM HISTORY AND AUTHORIZATION

The Better Utilizing Investments to Leverage Development (BUILD) program, previously known as the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) and Transportation Investment Generating Economic Recovery (TIGER) discretionary grants, was established under the American Recovery and Reinvestment Act of 2009 to create jobs and spur economic recovery through transportation infrastructure investments. The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021), authorized and appropriated $1.5 billion annually to be awarded by the Department of Transportation ("DOT") 2022 – FY 2026 for Local and Regional Project Assistance Program Grants under National Infrastructure Investments to fund eligible surface transportation projects with significant local or regional impact. As of July 2025, the program has awarded more than $18 billion in 18 rounds to local governments, Tribes, transit and port authorities, states, and other entities. The program is codified at 49 U.S.C. 6702.

2. PROGRAM GOALS AND OBJECTIVES

The goal of the BUILD program is to fund eligible surface transportation projects that will have a significant local or regional impact. The Department seeks to fund projects that advance the priorities of this Administration as described in DOT's mission statement, and across executive orders.

Note, the **BUILD program can only fund the surface transportation infrastructure** elements of a project that may also include housing, parks, economic development strategies, etc.

3. RESTRICTIONS ON FUNDING

The Department must comply with the following funding restrictions:

Funding Restriction	Amount

[5] Includes recipients of grants under former names of the program (*Rebuilding American Infrastructure with Sustainability and Equity* (RAISE) and *Transportation Investment Generating Economic Recovery* (TIGER)).

Per State	No more than 15% which is $225 million
Rural Projects	No more than 50% which is $750 million
Urban Projects	No more than 50% which is $750 million
Planning Projects	At least 5% which is $75 million
Projects Located in Areas of Persistent Poverty and/or History Disadvantaged Communities	At least 1% which is $15 million

The Department may retain up to $30 million for oversight and administration of grants. Additionally, the Department may use up to 20 percent of available funds (or $300 million) to pay the subsidy and administrative costs of a project receiving credit assistance under the Transportation Infrastructure Finance and Innovation Act of 1998 (TIFIA) or Railroad Rehabilitation and Improvement Financing (RRIF) programs. Note, applicants must apply to both the BUILD program and TIFIA or RRIF loan program to be eligible for the Department to pay for subsidy and administrative costs associated with credit assistance.

Federal funds awarded under this program may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

4. AVAILABILITY OF FUNDS

The table below outlines the obligation and expenditure deadlines for FY 2026 IIJA funding.

Fiscal Year	Obligation Deadline	Expenditure Deadline
FY 2026	September 30, 2030	September 30, 2035

FY 2026 BUILD grant funds must be obligated by September 30, 2030.

- Obligation occurs when a grant recipient and the Department enter into a written grant agreement after the recipient has satisfied applicable local, State and Federal requirements.

FY 2026 BUILD funds must be expended by September 30, 2035.

- Expenditure occurs when a recipient is reimbursed for eligible project costs.
- After this date, unexpended funds are no longer available to the project.

5. PERFORMANCE GOALS

BUILD program performance measures can be found on the BUILD website.

6. PREVIOUS AWARDS

Previous program awards can be seen in Fact Sheets on the BUILD website.

D. APPLICATION CONTENT AND FORMAT

The Department requires the application to include the following files, in this order and with these specific names:

Information	File Name	NOFO Section	Page Limit
SF-424	SF-424	D.1	N/A
SF-LLL	SF-LLL	D.1	N/A
Key Information Questions	N/A	D.2	N/A
Project Description	Project Description	D.3	5 pages
Project Location File	Project Location File	D.4	N/A
Project Budget	Project Budget	D.5	5 pages
Funding Commitment Documentation	Funding Commitments	D.5	N/A
Merit Criteria	Merit Criteria Narrative	D.6	15 pages
Project Readiness	Project Readiness	D.7	5 pages
Benefit-Cost Analysis Narrative (capital projects only)	BCA Narrative	D.8	N/A
Benefit-Cost Analysis Calculations (capital projects only)	BCA Calculations	D.8	N/A
Letters of Support (Optional)	Letters Of Support	D.7	N/A

The Department requires application files to be formatted as follows:

- Single-spaced, 12-point standard font with 1-inch margins.
- PDF unless otherwise specified (e.g., project information form in Excel; location files as Shapefile or KML/KMZ; and BCA calculations in Excel).

Applications should include all necessary information to demonstrate compliance with the Eligibility section and to meet selection criteria in the Criteria section. Applications must be complete at submission; the Department may request additional data, but applicants are not obligated to provide it.

Title page and table of contents are **not** required, but if included, these parts of the document do not count against the page limits.

Supporting documents may be included but are not required to be reviewed by evaluators.

Different evaluation teams review the merit criteria, the benefit-cost analysis, budget, and project readiness files.

The Department expects application files to include the following detailed information:

1. STANDARD FORMS

All applicants must submit the following standard forms:

- SF-424 Application for Federal Assistance
- SF-LLL Disclosure of Lobbying Activities

If the funding amounts differ between the SF-424 and other application materials, the amount in the SF-424 will be used as the project budget. Funding amounts must be in whole numbers (no cents).

2. KEY INFORMATION QUESTIONS

The following questions must be answered in the FY 2026 BUILD application in Valid Eval.

Field	Instructions
Unique Entity Identifier	Enter the Unique Entity Identifier (UEI). This should be the same UEI entered on the SF-424. See Section F.2 for how to obtain a UEI from sam.gov
Project Name	Enter a concise descriptive title. This should be the same title used on the SF-424 and throughout the application.
Project Description	Describe the project to be planned or constructed in no more than 100 words.
BUILD Funding Request	Enter the amount of BUILD funds requested. The maximum request amount is $25 million. The minimum amount for capital projects in rural areas is $1 million and $5 million in urban areas.
Other Federal Funding	Enter the total amount of other Federal funds committed to the project.
Non-Federal Funding	Enter the total amount of non-Federal funding committed to the project.
Total Project Cost	Enter the total BUILD funding request, other Federal funding, and non-Federal funding. The Total Project Cost means total **future** eligible project costs. Do **not** include previously incurred costs.
Project Type	Enter the project primary and secondary type.
Construction Start Date	Enter the estimated construction start date for the capital project.
Planning Project Start Date	Enter the estimated start date for the planning project.
2020 Census-Designated Urban Area	Select the Urban Area the project is located or “not located in an Urban Area” if the project is outside of an Urban Area
Urban or Rural	Identify whether the project is located in a rural or urban area. A project is designated as Urban if it is located in a 2020 Census-designated Urban Area with a population greater than 200,000. If a project is located outside a 2020 Census-designated Urban Area with a population greater than 200,000, it is designated Rural.

Project Zip Code	Enter the 5-digit zip code for the project location. If the project is located in multiple zip codes, identify the zip code in which most of project costs will occur. Please leave blank if the project is located in a territory that does not have zip codes.
County	Select the county (or equivalent jurisdiction) where the project is located. If the project is located in multiple counties, identify the county in which most of project costs will occur.
Additional Counties	Identify additional counties or equivalent jurisdictions.
2020 Census Tract(s)	Identify the 2020 Census tract(s) the project is located.
Area of Persistent Poverty and Historically Disadvantaged Community	Select if the project is located in an Area of Persistent Poverty/Historically Disadvantaged Community as defined by statute.
Project Location Latitude	Enter the project's latitudinal coordinate using decimal degrees (e.g., **38.87586**, -77.00365). Note, that latitude is the **first number** in the example coordinates.
Project Location Longitude	Enter the project's longitudinal coordinate using decimal degrees (e.g., 38.87586, **-77.00365**). Note, that longitudinal is the **second number** in the example coordinates.
Qualified Opportunity Zones	Select if the project is located in a Qualified Opportunity Zone (26 U.S. Code § 1400Z-1)
Previous Submission to BUILD/RAISE/TIGER	If this exact project was submitted in a previous BUILD, RAISE, or TIGER round, please list the name of the round (e.g., BUILD 2025, RAISE 2024, etc.)
Private Corporation Involvement	Does this project involve a private entity or entities that will receive a direct and predictable financial benefit if the project is selected for award? This includes, but is not limited to, private owners of infrastructure facilities being improved and private freight shippers or carriers directly benefitting from completion of the proposed project.
Private Corporation Name(s)	If this project directly involves or benefits a private corporation, please list the corporation(s) separated by a comma.
TIFIA or RRIF	Is the applicant currently or anticipating applying for Transportation Infrastructure Finance and Innovation Act (TIFIA) or Railroad Rehabilitation & Improvement Financing (RRIF) loans to fund the project?

This form is used to determine applicant and project eligibility.

3. PROJECT DESCRIPTION FILE

This file **should** include:

- description of the project to be planned or constructed
- scope of work covering technical and engineering aspects
- current design level
- description of the project location
- map
- "before" and "after" renderings of the project, as appropriate
- transportation challenges project will solve

This file may also include:

- project's history
- how project fits within the applicant's broader transportation infrastructure investments

4. PROJECT LOCATION FILE

Applicants should submit one of the following file types that detail the project's location so the Department can verify location designations: Shapefile (.zip with .shp, .shx, .dbf, and .prj) or KML/KMZ. Google Earth can be used to create KML/KMZ files. The files should only include the project's direct physical location, not a broad service area or area of impact.

Accurate location data is crucial as it affects eligibility for the FY 2026 BUILD grants program.

5. PROJECT BUDGET FILES

This file should describe the budget for the BUILD project using the below table and also include a narrative section. **The budget table should show only future eligible project costs and should not include previously incurred expenses**.

Funding Source	[Component 1]	[Component 2]	Total Funding
BUILD Funds	[$XXX]	[$XXX]	[$XXX]
Other Federal Funds	[$XXX]	[$XXX]	[$XXX]
Non-Federal Funds	[$XXX]	[$XXX]	[$XXX]
Total Project Cost	[$XXX]	[$XXX]	[$XXX]

Note: If there is only a single component, remove "Component 2" column. If there are more than 2 components, add columns.

Cost Classification	BUILD Funds	Other Federal Funds	Non-Federal Funds	Total Project Cost
Preliminary Engineering	[$XXX]	[$XXX]	[$XXX]	[$XXX]
Design	[$XXX]	[$XXX]	[$XXX]	[$XXX]
Environmental	[$XXX]	[$XXX]	[$XXX]	[$XXX]
Construction	[$XXX]	[$XXX]	[$XXX]	[$XXX]
Contingency	[$XXX]	[$XXX]	[$XXX]	[$XXX]
Total Funding	[$XXX]	[$XXX]	[$XXX]	[$XXX]

Note: The cost classifications listed above are for example only. Include Cost Classifications relevant for the project described in the application.

At a minimum, the budget table must show the **total project cost** by project component and the following funding sources:

- BUILD funding request
- Other Federal funds
- Non-Federal Funds

Ideally, project budget table(s) will show project components by cost classification, and funding source. The budget table and narrative must identify the amount, type (e.g., grant, loan, bond, etc.), and source of all other Federal funds and non-Federal funds included in the budget. The budget table should demonstrate compliance with the statutory cost share requirements.

Applicants must also include the three tables listed below in their project budget file. The Department will use these tables to determine where the majority of project costs occur for the purposes of making APP/HDC, and Urban designations. The total project cost listed in each table should match the total project cost listed in the budget table above, in the SF-424 and in Key Information Form. Applicants should reference the BUILD Grant Project Location Verification mapping tool when filling out the below tables.

2020 Census Tract(s)	**Project Costs per Census Tract**
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
	Total Project Cost: $

Note: Please reference the Census Tracts (2020 Census) layer in the BUILD Grant Project Location Verification mapping tool. Additional rows may be added if necessary.

Urban and Rural	**Project Costs**
Urban (2020 Census-designated urban area with a population greater than 200,000)	$
Rural (Located outside of a 2020 Census-designated urban area with a population greater than 200,000)	$
	Total Project Cost: $

Note: Please reference the Census Designated Urban Areas with Population Greater Than 200,000 (2020 Census) layer in the BUILD Grant Project Location Verification mapping tool.

The budget narrative should include:

- Sources, Uses, and Availability: Provide complete information on how all capital or planning project funds may be used, their availability, and documented funding commitments. For example, if a source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant's control over whether it is satisfied. Similarly, if a source of funds is available for

expenditure only during a fixed period, the application should describe that restriction. Examples of documentation include, but are not limited to, a letter signed by a governing official or chief financial officer confirming the amount and source of funding, a page or pages from the Statewide Improvement Program (STIP) or Transportation Improvement Program (TIP) (please do not include a link to the entire STIP/TIP), a signed city ordinance, or a county administrator committing previously approved general obligation bonds.

- Contingency Amount and Plan: Indicate the specific contingency amount included in the budget to demonstrate there is sufficient funding to cover unanticipated cost increases and describe a plan to address potential cost overruns.
- Level of Design: Indicate the degree of design completion (e.g., no design, 30, 60, 90 percent design) for which the cost was estimated in the case of a capital project;
- Cost Estimates: Indicate how, when, and by whom project costs were estimated. Cost estimates should be no older than a year from the application deadline and include an inflation factor.
- Cost Share: Explain how the project budget satisfies the statutory cost share or non-federal funds matching requirements shown in the project budget table, if applicable.

6. MERIT CRITERIA FILE

This file should demonstrate how the project aligns with each of the 8 statutory merit criteria described in the Merit Criteria section by:

- Organizing the narrative in the order the merit criteria are described in the Merit Criteria section
- Addressing each merit criteria separately by:
  - Identifying the bullet(s) from the rubric the project addresses
  - Identifying the element(s) of the project that address the bullet(s) from the rubric
  - Providing supporting justification using data or descriptive details. Unsupported claims may harm the application's competitiveness.

Insufficient information to assess any criterion will negatively impact the project rating. Merit reviewers will focus on this file and will not be required to reference links or the other files in the application package.

7. PROJECT READINESS FILE

Project readiness describes an applicant’s preparedness to move a proposed project forward once it receives a BUILD grant. The Project Readiness file should include information that, when considered with the project budget information, is sufficient for the Department to evaluate whether the project is reasonably expected to begin the project timely and **well in advance the obligation deadline**. For most projects awarded under this NOFO, the obligation deadline will be September 30, 2030; a smaller subset of funds awarded under this NOFO may have an earlier obligation deadline, depending on the specific source of funds. To assist the Department’s Project Readiness Review team, the applicant should provide the information requested on project schedule, required approvals and permits, NEPA class of action and status, public involvement,

right-of-way acquisition plans, risk assessment, and risk mitigation strategies. Applicants can see a general Project Readiness checklist on the Department's website. The Project Readiness file should include the sections outlined below. Supporting material that exceeds page limits may be provided as hyperlinks, attachments, or appendices.

i. Planning and Constructability

Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents.

- STIP / TIP / TTIP / TAM Plan: Is the project already listed in the STIP, TIP, Tribal Transportation Improvement Program (TTIP), and/or Transit Asset Management (TAM) Plan, if applicable? If so, provide links or attachments that show the project listing in the applicable plans/programs. If the project is not yet listed, describe any coordination that has/will occur to facilitate listing in the applicable plans/programs and the anticipated date when listing will occur.
- Consistency with Other Plans: Is your proposal listed in and/or consistent with any other plans (e.g., the Long-Range Statewide Transportation Plan and/or Metropolitan Long-Range Plan)? If so, please summarize and provide a link to appropriate project listing.
- Freight Plans: To the extent possible, freight projects should be included in a State Freight Plan and supported by a State Freight Advisory Committee (49 U.S.C. 70201, 70202), if these exist. Applicants should provide links or other documentation supporting this consideration such as letters of support from the State DOT if the project is intended to be included in the State Freight Plan, or results from application of the FHWA Freight Mobility Trends Tool.
- Property Acquisition / Right-of-Way (ROW): Who is the owner of the existing facility? Will any new ROW acquisition be required, and if so, from whom? If acquisition will be required, describe the status and anticipated schedule for the acquisition. Will any special ROW permits or approvals be needed? If so, please describe.
- Construction Techniques and Phasing: Will the proposed improvements require unique construction techniques, non-standard project delivery methods (e.g., approaches other than design-bid-build), and/or phasing? If so, please describe.

ii. Proposed Schedule

- List the completed and/or anticipated dates (calendar month and year, not fiscal year or quarter) for the following key milestones. Dates provided should reflect a realistic amount of time to complete each milestone. Ensure that dates provided here are consistent with dates provided elsewhere in the application.
  - Start and end of preliminary design
  - Start and end of the NEPA process
  - Start and end of obtaining permits/approvals (if required)
  - Project listed in STIP, TIP, TTIP, and/or TAM Plan (as applicable)
  - Start and end of final design
  - Start and end of ROW acquisition (if required)
  - Anticipated finalization of BUILD grant agreement (if awarded)

  - Start and end of construction
- Project Development Phases to be Funded with BUILD: Describe the project development phase(s) proposed to be funded with BUILD funds (if awarded), and whether BUILD funds are proposed to be used for phases other than ROW acquisition and construction (e.g., for design, NEPA, etc.). Typically, milestones for establishing the grant agreement and obligation of funds should be scheduled before any activities/phases that will use BUILD funds.

iii. NEPA and Permitting

- NEPA Class of Action: List the class of action/type of document that has already been or will be prepared to comply with the National Environmental Policy Act (NEPA) of 1969, as amended (e.g., a categorical exclusion, an environmental assessment, an environmental impact statement, or class of action not yet determined/or anticipated). If multiple NEPA documents are being prepared for this proposal, briefly explain why, and complete the prompts below for each document.
- NEPA Status and Milestones: Briefly describe the status of NEPA compliance (e.g., not started, underway, or complete), the anticipated project impacts, and proposed mitigation measures. If the NEPA process has been completed, provide the final approval date for the NEPA document. If the NEPA process has not yet been completed, list the key remaining milestones for the NEPA process, their status, and their anticipated completion dates. Identify any anticipated challenges to timely completing the NEPA process.
- Link to NEPA Documentation: If draft or final NEPA documentation is available, provide a hyperlink, attach it, or append it.
- Reevaluation and Post-Approval Changes: Describe any planned and/or completed efforts to reevaluate the NEPA documentation between the final NEPA approval and beginning of construction. Reevaluation may be warranted based on the passage of time and/or changes in the project scope, setting, impacts, or applicable requirements since the final NEPA approval.
- Permits and Approvals: List any federal, state, or local permits and approvals anticipated to be needed for the project (e.g., Clean Water Act Section 404 permit, Endangered Species Act Section 7 consultation, etc.) and how the need for those permits and approvals was determined. Provide the status of each permit or approval and the date that the permit or approval was obtained or is anticipated to be obtained. Summarize and attach relevant correspondence or documentation of consultation with permitting agencies.
- Coordination with DOT: Identify the federal lead agency for the NEPA process and any joint-lead agencies. Describe any coordination that has occurred with an agency or operating administration of USDOT regarding the project proposal and/or NEPA analysis. Describe any coordination with state, county, or local transportation agencies regarding preliminary design and the NEPA process.

iv. Project Support

- Public and Agency Involvement Process: Summarize the key events and techniques used to engage the public and other stakeholders during the NEPA process. Highlight efforts to engage communities likely to be affected by the project, including details on access for persons with disabilities. These efforts may include public meetings, a public website, presentations to community groups, newsletters, online outreach, etc.
- Public and Agency Involvement Results: Summarize the support, opposition, and/or other notable feedback related to the project from the following groups and describe how stakeholder feedback has been integrated into project development and design:
  - The public, including members of communities affected by the proposal,
  - Elected officials and/or bodies (e.g., federal and state legislators, city and county councils and boards, etc.),
  - Other entities (e.g., members of business or industry, community organizations, advocacy groups, etc.), and
  - Federal, state, or local agencies (reference any relevant information provided in the NEPA and Permitting section above).
- Attach and reference documentation of support as applicable (e.g., letters of support, letters of commitment, resolutions, summaries of public comments, etc.)

v. Risks and Mitigation

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match (non-federal funding), lack of support from stakeholders or impacted communities, or lack of legislative approval affect the likelihood of successful project start and completion. Project risks can also include the unavailability of vehicles that either comply with Federal Motor Vehicle Safety Standards or are exempt from Federal Motor Vehicle Safety Standards in a manner that allows for their legal acquisition and deployment, and unavailability of domestically manufactured equipment.

- The applicant should identify all material risks and harms to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake to mitigate those risks and describe the potential effects of each risk on meeting the key project delivery schedule milestones presented in the Proposed Schedule. The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.
- If an applicant anticipates pursuing a waiver for relevant domestic preference laws, the applicant should describe steps that have been or will be taken to maximize the use of domestic goods, products, and materials in constructing its project. To the extent the applicant is unfamiliar with the Federal program, the applicant should contact the appropriate DOT operating administration field or headquarters offices, as found in contact information on the BUILD website, for information on the prerequisite steps to obligate Federal funds in order to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

vi. Applicant Capacity Review

All applications should include a section in the Project Readiness file that demonstrates their capacity, knowledge, and experience to successfully deliver the project in compliance with applicable Federal requirements including, but not limited to, compliance with Buy America provisions. The applicant should address the following in the applicant capacity section of the Project Readiness file:

- Roles and Responsibilities: provide clear responsibilities and roles within the project, especially to administer the grant and deliver/implement the project.
- Federal Funding: demonstrate experience implementing federally funded transportation projects.
- Federal Regulations: understanding of federal contract and procurement requirements, and other federal requirements including Buy America, Americans with Disabilities Act, Uniform Relocation Assistance and Real Property Acquisition Act, Davis Bacon Act, etc.
- Project Planning: practice incorporating projects into long-range development plans or adding projects to the TIP/STIP through the MPO planning process, if relevant.
- Project Delivery: provide detailed description of successfully delivered projects of similar size, scope, and complexity.

8. COST EFFECTIVENESS REVIEW: BENEFIT-COST ANALYSIS

The purpose of the Benefit-Cost Analysis (BCA) is to enable the Department to evaluate the cost-effectiveness of the proposed project by comparing its expected benefits to its expected costs. These expected benefits and costs are estimated by comparing the world with the proposed project, the “build scenario” with a “baseline” or “no-build alternative” representing the world without the proposed project.

Any benefits claimed for the proposed project, both quantified and unquantified, should be clearly tied to the expected outcomes of the proposed project. While benefits should be quantified wherever possible, applicants may also describe other categories of benefits in the BCA that are more difficult to quantify and/or value in economic terms.

There should be two BCA files included in the application: (1) a narrative description of the BCA; and (2) an unlocked spreadsheet revealing the underlying calculations:

- Narrative Description of Analysis: The BCA narrative should describe the current baseline, the sources of data used to estimate the benefits of the project, explain all assumptions, and the values of key input parameters. Applicants may also provide a table similar to the one shown below summarizing the impacts of the project and how those impacts would translate into expected benefits.

This is shown as an example only:

Baseline / Current Status and Problem to be Addressed	Change to Baseline / Proposed Project to Address Problem	Example Impacts
A bridge has deteriorated to the point where trucks are forced to detour to a nearby bridge	The existing bridge will be rehabilitated to remove restrictions on trucks	Reduced travel time and vehicle operating costs due to a reduction in average truck trip length by X miles
An intersection has a high number of fatal and injury crashes stemming from a deficient design	The existing intersection will be replaced with a roundabout	Reduced fatalities, injuries, and property damage-only crashes by X, Y, and Z per year

- Spreadsheet Revealing Underlying Calculations: The BCA spreadsheet file should be unlocked and present calculations in sufficient detail and transparency to allow evaluators to reproduce the analysis. DOT does not have a prescribed format for the BCA spreadsheet, but the Department has a BCA spreadsheet template that is available to assist applicants in structuring their analysis.

Applicants should review the Department's detailed guidance on how to conduct a BCA. Both the guidance document and spreadsheet template will be available on the BUILD website.

E. SUBMISSION REQUIREMENTS AND DEADLINE

1. ADDRESS TO REQUEST APPLICATION PACKAGE

All application materials may be found on grants.gov and the BUILD website.

2. UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM)

Each applicant must:

- Be registered in SAM.gov before submitting its application;
- Provide a valid unique entity identifier in its application; and
- Continue to maintain an active registration in SAM.gov with current information at all times during which it has an active Federal award or an application under consideration by a Federal agency.

Please note that the SAM registration process takes **several weeks to complete, if not longer**.

i. Submission Instructions

All applications must be submitted electronically through Valid Eval at:

- Capital Project - https://usg.valideval.com/teams/usdot_build_2026_capital/signup

- Planning Projects - https://usg.valideval.com/teams/usdot_build_2026_planning/signup

Capital and Planning projects have different application submission requirements and must be submitted using the appropriate link.

The Department does **not** accept applications via mail, fax machine, email, or other means.

ii. Submission Issues

Email Valid Eval at support@valideval.com for technical assistance with the application portals.

3. SUBMISSION DEADLINE

Applications must be submitted through Valid Eval by 5:00 PM eastern on February 24, 2026. The Valid Eval application portals will **not** accept late applications.

i. Consideration of Applications

Only applicants who comply with all submission deadlines described in this notice and electronically submit valid, on-time applications through Valid Eval will be eligible for evaluation and possible selection for award.

ii. Late Applications

The Department does **not** accept late BUILD grant applications. Applicants are strongly encouraged to complete submissions days, if not weeks, in advance of the deadline. Applicants facing technical issues are advised to email Valid Eval at support@valideval.com well in advance of the deadline.

4. INTERGOVERNMENTAL REVIEW

This program is not subject to EO 12372, Intergovernmental Review of Federal Programs.

5. COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973

The Department encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973 (see Section 508 guidelines).

F. APPLICATION REVIEW INFORMATION

1. CRITERIA

This section describes the statutory merit criteria, cost effectiveness test, and project readiness review the Department will use to evaluate applications.

TIER 1 All Eligible Applications
Merit Criteria Review
TIER 2 All applications rated "Highly Recommended" under the merit criteria review automatically advance for second tier analysis. The Senior Review Team (SRT) can advance applications rated "Recommended" for second-tier analysis.
Project Readiness Review
Project Risk Review (capital projects only)
Applicant Capacity Review
Financial Completeness Review
Benefit-Cost Analysis (capital projects only)

The Department will review the statutory merit criteria for all applications. Highly Recommended capital applications will automatically advance to receive second-tier analysis consisting of three Project Readiness reviews: (1) Project Risk Review; (2) Applicant Capacity Review; and (3) Financial Completeness Review, as well as a Benefit-Cost Analysis (BCA). Highly Recommended planning applications will automatically advance to receive second-tier analysis consisting of an: (a) Applicant Capacity Review; and (2) Financial Completeness Review. The SRT can advance select Recommended capital and planning applications for second-tier analysis under the circumstances described in the Review and Selection Process section.

i. Merit Criteria

The Department will evaluate whether the application uses data-driven and evidence-based methods to demonstrate that the project will provide the anticipated benefits for each statutory merit criterion and will assign individual ratings of: **High, Medium, Low, or Non-Responsive**.

Individual Merit Criteria Ratings	
High	The criterion must be addressed as a primary project purpose (not an ancillary or incidental consideration), must include clear, direct, data-driven (capital projects only), and significant benefits, and must align with at least one of the benefits described in the high column of the merit criteria rubric. For the Partnership and Innovation criteria, the project has, or demonstrates plans to, support one or more of the activities in the merit criteria rubric.
Medium	The criterion may not be a primary project purpose, or the project benefits do not meet at least one of the requirements for a High rating, as described in the merit criteria rubric.
Low	The application contains insufficient information to assess that criterion's benefits.
Non-Responsive	The proposed project negatively affects the criterion, or the application does not address the criterion.

Planning grant applications will be evaluated against the same merit criteria as capital grants. Planning grant applications should include data on the problem intended to be addressed, but information does not need to be as driven by data as a capital project when estimating benefits of the implemented project since data is often an outcome of the project to be planned. The Department will consider how the plan, once implemented, will ultimately further the merit criteria.

Merit Criteria	Non-Responsive	Low	Medium	High

Safety	Application did not address the Safety criterion
	
	OR
	
	Project negatively affects safety
		Application contains insufficient information to assess safety benefit	The project has one or more of the following safety benefits, but safety may not be a primary project purpose or does not meet the description(s) of a High rating:
			• Reduce any number of fatalities and/or serious injuries
				Safety is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only), and significant benefits that targets a known, documented safety problem, by doing one or more of the following:
				• Implement autonomous systems designed to improve safety outcomes
				• Prevent fatalities and serious injuries by:
				  ○ Eliminating at-grade crossings; or
				  ○ Facilitating the separation of freight and passenger traffic
				• Protect motorized and non-motorized travelers from safety risks; or
				• Reduce fatalities and/or serious injuries in the project area to bring them below the state-wide average; or
				• Incorporate and cite specific actions and activities identified in FTA's Safety Advisory 23-1: Bus-to-Person Collisions; or
				• Incorporate specific safety improvements that are part of a documented safety risk mitigation strategy and that have, for example, corridor, port-wide, or transit system impact.

Merit Criteria	Non-Responsive	Low	Medium	High
Environmental Sustainability	Application did not address the Environmental Sustainability criterion OR Project negatively affects environmental sustainability	Application contains insufficient information to assess environmental sustainability benefits	Project has one or more of the following environmental sustainability benefits, but environmental sustainability may not be a primary project purpose or does not meet the description(s) of a High rating: • Make basic stormwater improvements; or • Remove, replace, or restore culverts for the purpose of improving habitat for aquatic species	Environmental sustainability is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only), and significant by doing one or more of the following: • Improve the resilience of at-risk infrastructure to be resilient to extreme weather events and natural disasters including the construction of parallel or redundant alternatives if appropriate; or • Include project in a resilience improvement plan that considers risk across transportation modes, regions, and critical interdependent sectors or similar plan; or • Incorporate permeable pavements, bioswales, vegetated swales and berms, urban tree canopies, stone breakwaters, etc., as appropriate.
Quality of Life	Application did not address the Quality of Life criterion OR Project negatively affects quality of life	Application contains insufficient information to assess quality of life benefits	Project has one or more of the following quality of life benefits but quality of life may not be a primary project purpose or does not meet the description(s) of a High rating: • Reduce transportation and housing cost burdens by integrating mixed-use development and	Quality of life is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only) and significant benefits, by doing one or more of the following: • Beautify transportation infrastructure (e.g. engaging landscape, shade trees) with context-appropriate design that enhance user experience while maintaining safety and operational efficiency; or

Merit Criteria	Non-Responsive	Low	Medium	High
			a variety of housing types, including affordable housing, with multimodal transportation infrastructure; or • Coordinate and integrate land use, affordable housing, and transportation planning in order to create more livable communities; or • Implement transit-oriented development.	• Improve the travel experience for families (e.g., dedicated facilities for mothers such as nursing/pumping spaces, improved accommodations for strollers, accessible changing tables, intuitive design elements, small parks, playground-inspired edging); or • Improves wayfinding and user experience (clear signage, intuitive layouts, and predictable operations for caregivers); or • Makes transportation more affordable.
Mobility and Community Connectivity	Application did not address the Mobility and Community Connectivity criterion OR Project negatively affects mobility and community connectivity	Application contains insufficient information to assess mobility and community connectivity benefits	Project has one or more of the following mobility and community connectivity benefits, but mobility and community connectivity may not be a primary project purpose or does not meet the description(s) of a High rating: • Decrease roadway traffic congestion and does not propose limits on roadway capacity for motor	Mobility and community connectivity is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only) and significant benefits, by doing one or more of the following: • Improve vehicular roadway capacity; or • Enhance the accessibility of the transportation system for families and Americans with disabilities using Universal Design; or • Remove physical barriers for individuals by reconnecting

Merit Criteria	Non-Responsive	Low	Medium	High
			vehicles or create artificial chokepoints for motor vehicles; or • Incorporate Americans with Disabilities Act improvements	communities to direct, affordable transportation options; or • Include transportation features that increase the accessibility for non-motorized travelers in underserved communities; or • Provides additional options for intermodal and multimodal freight shippers; or • Consider last-mile freight plans in a multimodal approach.
Economic Competitiveness and Opportunity	Application did not address the Economic Competitiveness and Opportunity criterion OR Project negatively affects economic competitiveness and opportunity	Application contains insufficient information to assess economic competitiveness and opportunity benefits	Project has one or more of the following economic competitiveness and opportunity benefits, but economic competitiveness and opportunity may not be a primary project purpose or does not meet the description(s) of a High rating: • Reduce travel time or improve travel time reliability; or • Improve the safety, security, or efficiency of the movement of goods; or	Economic competitiveness is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only), and significant benefits, by doing one or more of the following: • Advance the nation's domestic energy sector, in accordance with Executive Order 14154 Unleashing American Energy; or • Revitalize and restore domestic maritime industries, in accordance with Executive Order 14269 Restoring America's Maritime Dominance; or • Promote economic growth, and other broader economic and fiscal benefits; or • Promote or reshore industries of national interest, including the

Merit Criteria	Non-Responsive	Low	Medium	High
			• Create jobs related to the project's delivery and on-going operations	critical minerals, steel, the defense industrial base, and pharmaceutical manufacturing; or • Includes union participation or project labor agreements which promote cost-effectiveness and open competition; or • Improve intermodal and/or multimodal freight mobility; or • Address a freight bottleneck, as identified in the National Freight Strategic Plan, a State Freight Plan, or as measured by relevant freight industry associations (ATRI, e.g.); or • Support growth and expansion of American exports; or • Expand access to safe truck parking; or • Facilitate tourism opportunities.

Merit Criteria	Non-Responsive	Low	Medium	High
State of Good Repair	Application did not address the State of Good Repair criterion OR Project negatively affects state of good repair	Application contains insufficient information to assess state of good repair benefits	Project has one or more of the following state of good repair benefits but state of good repair may not be a primary project purpose or does not meet the description(s) of a High rating: • Routine or deferred maintenance; or • Identify the party responsible for maintenance and describe how the new or improved asset(s) will be maintained in a state of good repair.	State of good repair is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only) and significant benefits, by doing one or more of the following: • Restore and modernize the existing core infrastructure assets that have met their useful life; or • Prioritize improvement of the condition and safety of existing transportation infrastructure, particularly infrastructure with high cost of failure, such as bridges with lengthy detours; or • Reduce construction and maintenance burdens through efficient and well-integrated design; or • Create new infrastructure in remote communities that will be maintained in a state of good repair; or • Address current or projected transportation system vulnerabilities.
Partnership and Collaboration	Application did not address the Partnership and Collaboration criterion OR	Application contains insufficient information to assess the partnership and collaboration benefits	Project has one or more of the following partnership and collaboration benefits but partnership and collaboration may not be a primary project purpose or does not meet the description(s) of a High rating:	Project has, or demonstrates plans to, support one or more of the following: • Engage residents and community-based organizations to ensure those who live and work in the project area are meaningfully engaged throughout the lifecycle of the project; or

Merit Criteria	Non-Responsive	Low	Medium	High
	Project negatively affects partners or community members (e.g., negative impacts from ROW acquisition, lack of support for the project, etc.)		• Collaborate with public and/or private entities; or • Document support from local, regional, or national levels	• Establish formal public-private partnerships or joint ventures to restore, expand, or create new infrastructure; or • Coordinate with other types of projects such as economic development, commercial or residential development, power/electric infrastructure projects, or broadband deployment; or • Partner with high-quality workforce development programs to help train, place, and retain people in good-paying jobs or registered apprenticeships.
Innovation	Application did not address the Innovation criterion. OR Includes non-innovative practices or components	Application contains insufficient information to assess innovation benefits	Project has one or more of the following innovation benefits but does not meet the description(s) of a High rating: • Deploy technologies, project delivery, or financing methods that are <u>new or innovative to the applicant or community</u>	Project has, or demonstrates plans for, one or more of the following innovative benefits. Innovative Technologies • Advance the development and deployment of autonomous vehicles • Enhance the environment for connected or automated vehicles to improve the detection and mitigation of safety risks; or • Deploy innovative and emerging transportation technologies; or • Improve safety using Advanced Driver Assistance Systems on public transit vehicles, including functions

Merit Criteria	Non-Responsive	Low	Medium	High
				such as precision docking; lane keeping or lane centering; or • Use sensors or small unmanned aerial vehicles to enhance infrastructure inspection and asset management processes; or • Use sensors to monitor real-time conditions of pavement quality, signage, crosswalks, transit headways, or other public infrastructure; or • Use caps, land bridges, or underdecks; or • Use active grade crossing detection systems to enable responsive traffic management; or • Use detection systems on railroads to target and deter trespassing; or • Deploy technology to: o digitize curb management to optimize use across purposes and modes, including freight, pick-up/drop-off, and transit usage; or o support more efficient freight operating practices; or o help combat cargo theft through enhanced prevention and recovery; or Innovative Project Delivery • Use practices that facilitate accelerated project delivery such as

Merit Criteria	Non-Responsive	Low	Medium	High
				single contractor design-build arrangements, Advanced Digital Construction Management, Accelerated Bridge Construction, Digital as-builts, or an up-to-date programmatic agreement between an environmental resource agency and a state DOT, or other NEPA lead agency, that establishes a streamlined process for environmental consultations and permits for commonly encountered project types. Innovative Financing • Secure TIFIA, RRIF, or private activity bond financing; or • Use congestion pricing or other demand management strategies

Safety
The Department will evaluate whether and how the project demonstrates safety benefits. For this assessment, the Department will consider, for example, the extent to which the project improves safety outcomes by implementing autonomous systems; prevents fatalities and serious injuries by eliminating at-grade crossings or facilitating the separation of freight and passenger traffic; protects motorized and non-motorized travelers from safety risks; reduces fatalities and/or serious injuries in the project area to bring them below the state-wide average; incorporates specific actions and activities identified in FTA's Safety Advisory 23-1: Bus-to-Person Collisions; or incorporate specific safety improvements that are part of a documented safety risk mitigation strategy and that have, for example, corridor, port-wide, or transit system impact.

Environmental Sustainability
The Department will evaluate whether and how the project demonstrates environmental sustainability benefits. For this assessment, the Department will consider, for example, to the extent to which the project improves the resilience of at-risk infrastructure to be resilient to extreme weather events and natural disasters including the construction of parallel or redundant alternatives if appropriate; includes the project in a resilience improvement plan that considers risk across transportation modes, regions, and critical interdependent sectors or similar plan; or incorporates permeable pavements, bioswales, vegetated swales and berms, urban tree canopies, or stone breakwaters, etc., as appropriate. If applicable, applicants are encouraged to make floodplain upgrades consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law.

Quality of Life
The Department will consider the extent to which the project beautifies transportation infrastructure (e.g. engaging landscape, shade trees) with context-appropriate design that enhance user experience while maintaining safety and operational efficiency; improves the travel experience for families (e.g., dedicated facilities for mothers such as nursing/pumping spaces, improved accommodations for strollers, accessible changing tables, intuitive design elements, small parks, playground-inspired edging, improves wayfinding and user experience (clear signage, intuitive layouts, and predictable operations for caregivers); or makes transportation more affordable. The inclusion of dedicated facilities for mothers such as nursing/pumping spaces, accessible changing tables, and improved accommodations for strollers are **not** eligible as standalone projects and need to be included as elements within an eligible surface transportation infrastructure project. **Note: Parks and housing are not eligible project costs under the BUILD grant program.** They **cannot** be included in the total project cost.

Mobility and Community Connectivity
The Department will assess whether and how the project will improve mobility and community connectivity. For this assessment, the Department will consider how the project will improve vehicular roadway capacity; enhance the accessibility of the transportation system for families

and Americans with disabilities using Universal Design; [6] remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; include transportation features that increase the accessibility for non-motorized travelers in underserved communities; provides additional options for intermodal and multimodal freight shippers; or consider last-mile freight plans in a multimodal approach.

Economic Competitiveness and Opportunity
The Department will assess whether and how the project will improve economic competitiveness and opportunity. For this assessment, DOT will consider the extent to which the project will advance the nation's domestic energy sector, in accordance with Executive Order 14154 Unleashing American Energy; revitalize and restore domestic maritime industries, in accordance with Executive Order 14269 Restoring America's Maritime Dominance; promote economic growth, and other broader economic and fiscal benefits; promote or reshore industries of national interest, including the critical minerals, steel, the defense industrial base, and pharmaceutical manufacturing; includes union participation or project labor agreements which promote cost-effectiveness and open competition; improve intermodal and/or multimodal freight mobility; address a freight bottleneck, as identified in the National Freight Strategic Plan, a State Freight Plan, or as measured by relevant freight industry associations (ATRI, e.g.); support growth and expansion of American exports; expand access to safe truck parking; or facilitate tourism opportunities.

State of Good Repair
The Department will assess whether and to what extent the project improves state of good repair. For this assessment, DOT will consider the extent to which the project will restore and modernize the existing core infrastructure assets that have met their useful life; or prioritize improvement of the condition and safety of existing transportation infrastructure; or reduce construction and maintenance burdens through efficient and well-integrated design; or create new infrastructure in remote communities that will be maintained in a state of good repair; or address current or projected transportation system vulnerabilities.

Partnership and Collaboration
The Department will consider the extent to which the project has or will support and engage people and communities. For this assessment, DOT will consider how the project has or will engage residents and community-based organizations to ensure those who live and work in the project area are meaningfully engaged throughout the lifecycle of the project; establish formal public-private partnerships or joint ventures to restore, expand, or create new infrastructure; coordinate with other types of projects such as economic development, commercial or residential development, power/electric infrastructure projects, or broadband deployment; or partner with high-quality workforce development programs to help train, place, and retain people in good-paying jobs or registered apprenticeships.

6 Definition for "Universal Design" found on the General Services Administration's Section508.gov website and states, "Universal design is a concept in which products and environments are designed to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design."

DOT will assess the level of detail and description provided about the partnerships listed above. **Applications that provide more details and descriptions about the project partnership will be rated higher than those that do not, in alignment with the merit rating rubric.**

Innovation

The Department will assess the extent to which the applicant uses innovative: (1) technologies; (2) project delivery; or (3) financing. If this project is the first time the applicant or community will deploy specific innovations, the Department will consider them innovative, to the extent applicants provide enough detail to determine whether the innovations being deployed are new or innovative to the applicant or community regardless of whether other applicants or communities have implemented these innovations.

- Innovative Technologies: The Department will consider how the project advances the development and deployment of autonomous vehicles; enhances the environment for connected or automated vehicles to improve the detection and mitigation of safety risks; deploys innovative and emerging transportation technologies; improves safety using Advanced Driver Assistance Systems on public transit vehicles, including functions such as precision docking; lane keeping or lane centering; uses sensors or small unmanned aerial vehicles to enhance infrastructure inspection and asset management processes; uses sensors to monitor real-time conditions of pavement quality, signage, crosswalks, transit headways, or other public infrastructure; or uses caps, land bridges, or underdecks; uses active grade crossing detection systems to enable responsive traffic management; uses detection systems on railroads to target and deter trespassing; or digitalizes curb management to optimize use across purposes and modes, including freight, pick-up drop-off, and transit usage.

    - Please note that all innovative technology must follow 2 CFR § 200.216. If an applicant is proposing to deploy autonomous vehicles or other innovative motor vehicle technology, the Department will consider whether and how the applicant demonstrates that all vehicles will comply with applicable safety requirements, including those administered by the National Highway Traffic Safety Administration (NHTSA) and Federal Motor Carrier Safety Administration (FMCSA). Specifically, the Department will consider whether the vehicles acquired for the proposed project will comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR). If the vehicles may not comply, the Department will consider applications that do one of the following more competitive than applications that do not: either (1) show that the vehicles and their proposed operations are within the scope of an exemption or waiver that has already been granted by NHTSA, FMCSA, or both agencies or (2) directly address whether the project will require exemptions or waivers from the FMVSS, FMCSR, or any other regulation and, if the project will require exemptions or waivers, present a plan for obtaining them.

- Innovative Project Delivery: The Department will consider the extent to which the project uses practices that facilitate accelerated project delivery such as single contractor design-build arrangements, project bundling, Advanced Digital Construction Management, Accelerated Bridge Construction, Digital as-builts, or an up-to-date programmatic agreement between an environmental resource agency and a state DOT, or other NEPA lead agency, establishing a streamlined process for environmental consultations and permits for commonly encountered project types.

- Innovative Financing: The Department will assess the extent to which the project incorporates innovations in transportation funding and finance, for example through private sector funding or financing, using congestion pricing or other demand management strategies to address congestion, securing a TIFIA or RRIF loan, or receiving an allocation for private activity bonds through DOT's Build America Bureau.

DOT will assess the level of detail and description provided about the Innovative elements listed above. **Applications that provide more details and descriptions about the innovative technology, project delivery, or financing will be rated higher than those that do not, in alignment with the merit rating rubric**.

ii. Project Readiness

Capital project applications that receive second-tier analysis will be reviewed for Project Readiness and assigned three evaluation ratings:

- Project Risk Review
- Applicant Capacity Review
- Financial Completeness Review

Planning project applications that receive second-tier analysis will be reviewed for Project Readiness and assigned two evaluation ratings:

- Applicant Capacity Review
- Financial Completeness Review

Low ratings in any of these readiness areas do not disqualify projects from award, but competitive applications clearly and directly describe achievable risk mitigation strategies.

Project Risk Review
The Project Risk Review evaluates information provided in the Project Readiness file. The review analyzes the likelihood of the project to meet major milestones including the timely obligation and expenditure of grant funds given the constructability of the project, the current level of design, the extent to which the applicant has secured necessary environmental permits and approvals, whether acquiring right-of-way and/or a railway agreement is needed, if there is support for the project, and other considerations outlined in Section F.2.v. The review considers all elements relevant to the project and assigns a risk rating of: **High Risk, Moderate Risk, or Low Risk.**

Applicant Capacity Review
The Applicant Capacity Review evaluates only the information provided in the Project Readiness file. The review evaluates the extent to which the applicant has the knowledge, experience, and capacity to successfully deliver the project in compliance with applicable Federal requirements as well as the recipient's experience working with Federal funds, civil rights compliance, and previous experience delivering infrastructure projects. Applicant Capacity ratings will be one of the following: **Certain, Somewhat Certain, or Uncertain.**

DOT will assign the highest rating of Certain, if the application demonstrates that the applicant has:

- experience managing Federal funds;
- extensive experience completing projects with similar scope;
- resources to deliver the project; and
- knowledge of all applicable Federal requirements including, but not limited to, Buy America provisions, ADA regulations, Civil Rights requirements, Federal Motor Vehicle Safety Standards, and/or the Federal Motor Carrier Safety Regulations.

If an applicant is proposing to adopt innovative technology or other innovative practices, DOT will assess whether the applicant's capacity to implement those innovations, the applicant's understanding of applicable Federal requirements and whether the innovations may require extraordinary permitting, approvals, exemptions, waivers, or other procedural actions, and the effects of those innovations on the project delivery timeline.

Financial Completeness Review
The Financial Completeness Review reviews the project budget to confirm the availability of funding for the project and whether the applicant presented a complete funding package based on reasonable cost estimates. Financial Completeness ratings are: **Complete, Partially Complete, or Incomplete**.

DOT will assign the highest rating of Complete if the application:

- identifies all funding sources for the project budget;
- documents all funding is available and committed to the project;
- includes contingency amount and source in the project budget;
- describes a plan to address potential cost overruns;
- provides cost estimates prepared according to industry standards and/or DOT guidance; and
- includes an inflation factor.

Projects with funding gaps, estimates that are based on early stages of design (e.g., less than 30 percent design), or outdated cost estimates without specified budget contingencies will receive a lower rating. **All applicants, including those requesting 100 percent grant funding, should describe a plan to address potential cost overruns.**

iii. Benefit-Cost Analysis

For capital projects that receive second-tier analysis, the Department will consider the costs and benefits of projects seeking BUILD grant funding in determining the extent to which a project is cost effective. To the extent possible, the Department will rely on quantitative, evidenced-based and data-supported analysis to assess how well a project addresses this criterion, including an assessment of the project's estimated benefit-cost ratio (BCR) based on the applicant-supplied BCA described in the Cost effectiveness review: Benefit-Cost Analysis section.

Based on the Department's assessment, the Department will assign BCA rating of: **High, Medium-High, Medium, Medium-Low, or Low**

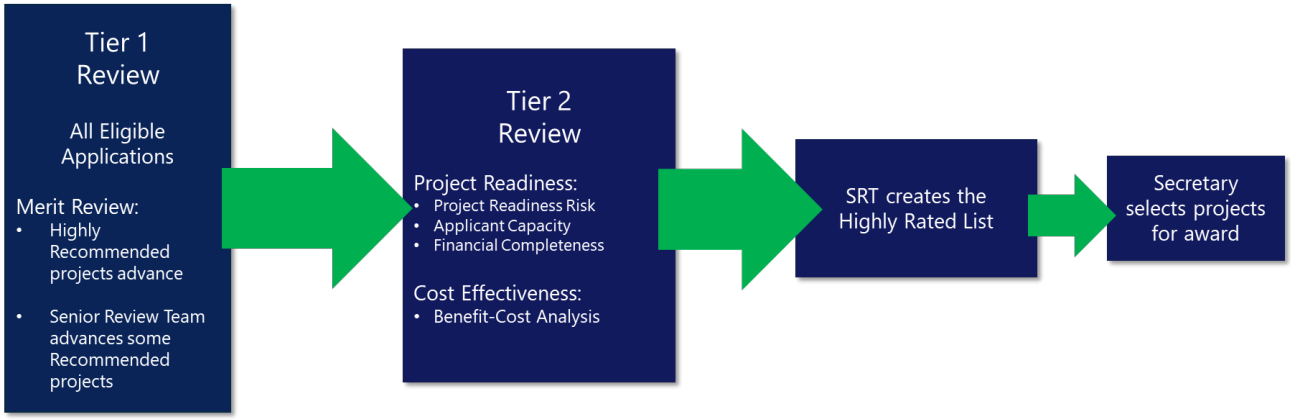
BCA Ratings	
High	The project's benefits will exceed its costs, with a benefit-cost ratio of at least 2.0
Medium-High	The project's benefits will exceed its costs
Medium	The project's benefits are likely to exceed its costs
Medium-Low	The project's costs are likely to exceed its benefits
Low	The project's costs will exceed its benefits

2. REVIEW AND SELECTION PROCESS

This section addresses the IIJA requirement to describe the methodology for evaluation in the NOFO, including how applications advance through the evaluation process and the other considerations made during selection. The BUILD grant application review and selection process consist of eligibility reviews, merit criteria review, second-tier analysis, Senior Review, and selection by the Secretary.

i. Eligibility Review

DOT staff will review all applications to determine eligibility based on requirements outlined in Section C. This process confirms the applicant is an eligible entity, the project type is eligible, and the requested non-Federal cost share is eligible. DOT staff will also verify the project location to verify eligibility to request up to 100 percent federal funding. Applicants may only submit up to three applications. Any applications submitted above the limit will be marked as ineligible.



ii. First-Tier: Merit Criteria Review

All eligible BUILD grant applications receive a Merit Criteria Review to see how well the project described in the application aligns with the eight statutorily required merit criteria listed in Section F.1. Merit Review teams will evaluate the significance of the benefits and the extent to which the project is likely to achieve the benefits described in the application.

Each criterion is assigned an individual rating: **High, Medium, Low, and Non-Responsive**. The individual ratings are tallied to calculate an overall merit rating of: **Highly Recommended, Recommended, Not Recommended.**

Overall Merit Rating	
Highly Recommended	six or more of the eight merit criteria ratings are "high" none of the merit criteria ratings are "non-responsive"
Recommended	one to five of the merit criteria ratings are "high" no more than three of the merit criteria ratings are "low" none are "non-responsive"
Not Recommended	Ratings that do not fit within the definitions of Highly Recommended or Recommended

- **Highly Recommended** - Automatically advance for second-tier analysis.
- **Recommended** - The Senior Review Team (SRT) reviews all Recommended projects to determine if the benefits of a particular criterion are so significant that the project merits advancing for second-tier analysis. The SRT can advance a Recommended project if:

    - The project received a High in one or more of the priority criteria of **safety, quality of life, mobility and community connectivity, and economic competitiveness** and the benefits in that criterion are exceptional; or

    - The SRT provides additional information to demonstrate that a criterion has benefits that are aligned with a High rating for one or more of the priority merit criteria listed

above (whether the Merit Review Team assigned a High rating) and the benefits in that criterion would be exceptional.

- **Not Recommended** - Do **not** advance and are not considered for selection.

iii. Second-Tier: Project Cost Effectiveness and Readiness Review

Second-tier analysis consists of:

- **Capital Projects**
  - Cost Effectiveness Review in the form of a Benefit-Cost Analysis (BCA)
  - Project Readiness Review evaluates:
    - risk of project not meeting obligation and construction timeline;
    - applicant capacity and experience to deliver the project; and
    - financial completeness of project funding.

- **Planning Projects**
  - Project Readiness Review evaluates:
    - applicant capacity and experience to deliver the project; and
    - financial completeness of project funding

iv. Senior Review

The SRT reviews the outcomes of second-tier analysis to determine which projects are designated as Highly Rated. SRT will prioritize projects that can be delivered quickly and efficiently.

- **Capital Projects with the following ratings can be designated Highly Rated:**
  - Medium to High BCA Rating
  - Favorable Project Readiness Ratings
  - Begin construction within 18 months of selection

- **Planning Projects with the following ratings can be designated Highly Rated:**
  - Favorable Project Readiness Ratings
  - Begin project within 6 months of selection

The SRT can justify rating projects as Highly Rated that do not meet all items listed above if the project proposes exceptional benefits in priority merit criteria. The SRT advances all Highly Rated projects to the Highly Rated List given to the Secretary.

v. Selections

Using the discretionary authority provided in statute, the Secretary selects projects from the Highly Rated List for award consistent with the selection criteria and statutory set asides that require:

- 50 percent of funds be awarded to projects located in rural areas and 50 percent of funds be awarded to projects located in urban area;
- At least 5 percent of funds be awarded to planning projects; and
- At least 1 percent of funds be awarded to projects located in Areas of Persistent Poverty/Historically Disadvantaged Communities.

Statute also requires the Secretary to consider geographic and modal diversity in making selections. The Secretary may, depending on the pool of qualified applications, seek to award at least one project per state or territory. Per statute, "not more than 15 percent of the funds available to carry out the program for a fiscal year may be awarded to eligible projects in a single state during that fiscal year."

The Secretary may prioritize the selection of projects that:

- can begin construction within 18 months of selection; or
- are located in a designated Qualified Opportunity Zone (26 U.S. Code § 1400Z-1); or
- have a higher percent of non-federal funding committed to the project; or
- have not received a BUILD/RAISE/TIGER grant previously.

Projects for which an FY 2026 BUILD application is advanced by the Senior Review Team to the Highly Rated List, but that are not awarded, are automatically designated as "Projects of Merit." Projects with this designation will be carried over into FY 2027 BUILD, subject to authorization and appropriation, and considered by the SRT for advancement to the Highly Rated List, along with other FY 2027 applications eligible for advancement to the Highly Rated List.

Due to overwhelming demand, the Department is unable to provide a BUILD award to every competitive project that applies. Consistent with past practice and statute, the Department offers debriefs to applicants not selected for award to receive information about the BUILD project's evaluation.

G. AWARD NOTICES

1. HOW PROJECT SELECTIONS ARE ANNOUNCED

The Department emails each successful applicant and posts all selections in Fact Sheets as well as an excel file on the BUILD website.

- Notice of selection is **not** authorization to begin or to incur costs for the proposed project.
- Following that announcement, the BUILD program Office and relevant Operating Administration will contact the point of contact listed on the SF-424 to initiate development of the grant agreement.

2. ANNOUNCEMENT DATES

- Selections will be announced no later than June 28, 2026, per statute.

3. PRE-AWARD COSTS

Unless authorized by the Department in writing after announcement of FY 2026 BUILD selections, any costs incurred prior to the Department's obligation of funds for a project are ineligible for reimbursement and are ineligible cost share requirements.[7]

- Project costs incurred before project selections are announced cannot be paid for with funds from this competition.
- Funds must be used only for the specific purposes as outlined in the award letter and/or authorized by the Department.

4. REIMBURSABLE PROGRAM

Recipients of BUILD Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds.

In general, BUILD Program funds are administered on a reimbursement basis. Grant recipients will generally be required to pay project costs upfront using their own funds, and then request reimbursement for those costs.

- BUILD funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted.
- Obligation occurs when a selected applicant and the Department enter into a written grant agreement after the applicant has satisfied applicable local, State and Federal requirements.

If a recipient cannot complete a project on reimbursement basis, DOT will—on a case-by-case basis—consider recipient requests to use alternate payment methods as described in 2 CFR 200.305(b), including advance payments.

H. POST-AWARD REQUIREMENTS AND ADMINISTRATION

1. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

i. Administrative Requirements

Please visit the BUILD website for the General Terms and Conditions for FY 2025 BUILD awards. The FY 2026 BUILD Terms and Conditions will be similar to the FY 2025 BUILD Terms and Conditions, but it will include relevant updates consistent with this notice.

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 C.F.R part 200, as adopted by

[7] Pre-award costs are costs incurred after award announcement, but directly pursuant to the development of a grant agreement where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2026 BUILD award cannot be charged to FY 2026 BUILD funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2026 BUILD award, cannot be charged to FY 2026 BUILD funds.

DOT at 2 C.F.R part 1201. Federal wage rate requirements included in subchapter IV of chapter 31 of title 40, U.S.C., apply to all projects receiving funds under this program, and apply to all parts of the project, whether funded with BUILD Grant funds, other Federal funds, or non-Federal funds.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If DOT determines that a recipient has failed to comply with applicable Federal requirements, DOT may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

Additionally, applicable Federal laws, rules and regulations of the relevant operating administration administering the project will apply to the projects that receive BUILD grant awards, including planning requirements, Service Outcome Agreements, Stakeholder Agreements, Buy America compliance, and other requirements under DOT's other highway, transit, rail, and port grant programs. For projects that are eligible under BUILD but are not eligible under DOT's other programs or projects that are eligible under multiple DOT programs, the BUILD program will determine the appropriate requirements to ensure the project is delivered consistent with program and Department goals. In particular, Executive Order 14005 directs the Executive Branch Departments and agencies to maximize the use of goods, products, and materials produced in, and services offered in, the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. BUILD grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards and Federal Motor Carriers Safety Regulations, or vehicles that are exempt from Federal Motor Vehicle Safety Standards or Federal Motor Carrier Safety Regulations in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

For projects administered by FHWA, applicable Federal laws, rules, and regulations set forth in Title 23 U.S.C. and Title 23 C.F.R generally apply, including the 23 U.S.C. 129 restrictions on the use of toll revenues, and Section 4(f) preservation of parklands and historic properties requirements under 23 U.S.C. 138. For an illustrative list of the other applicable laws, rules, regulations, executive orders, polices, guidelines, and requirements as they relate to a BUILD grant project administered by the FHWA, please see the BUILD website.

For BUILD projects administered by the Federal Transit Administration and partially funded with Federal transit assistance, all relevant requirements under chapter 53 of title 49 U.S.C.

apply. For transit projects funded exclusively with BUILD grant funds, some requirements of chapter 53 of title 49 U.S.C. and chapter VI of title 49 CFR apply.

For projects administered by the Federal Railroad Administration, all relevant requirements under 49 U.S.C. § 22905 apply.

ii. Program Requirements

Critical Infrastructure Security, Cybersecurity and Resilience
It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including physical and cyber risks, consistent with National Security Memorandum (NSM-22) on Critical Infrastructure Security and Resilience, and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for Federal funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving funds.

Domestic Preference Requirements
As expressed in Executive Order 14005, 'Ensuring the Future Is Made in All of America by All of America's Workers' (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this notice are subject to domestic preference requirements based on the Operating Administration that administers the project, including 23 U.S.C. 313 (FHWA projects); 49 U.S.C. 5323(j) (FTA projects); 49 U.S.C. 22905(a) (FRA projects); and section 70914(a) of the Build America, Buy America Act (all projects). The Department expects all applicants to comply with that requirement.

Compliance with Federal Law and Policies
Except where prohibited by court order "the applicant assures and certifies, with respect to any application and awarded Project under this NOFO, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds."

Federal Anti-Discrimination
- Except where prohibited by court order, pursuant to Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, as a condition of grant award, each Recipient must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code
- Except where prohibited by court order, pursuant to Executive Order 14173, Ending Illegal Discrimination and Restoring Merit- Based Opportunity, as a condition of grant award, each

Recipient must certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

To the extent a court order bars the implementation or enforcement of one or more of the provisions with respect to a particular applicant or recipient, the Department will not implement or enforce the relevant provision(s) against that applicant or recipient for as long as the order remains in place.

Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

2. REPORTING

i. Progress Reporting on Grant Activities

Each applicant selected for BUILD grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the BUILD grant program.

ii. Performance Reporting

Each applicant selected for BUILD grant funding must collect and report to the DOT information on the project's performance based on performance indicators DOT identifies related to program goals (e.g., travel time savings, greenhouse gas emissions, passenger counts, level of service, etc.) and other information as requested by DOT. Performance indicators should include measurable goals or targets that DOT will use internally to determine whether the project meets program goals, and grant funds achieve the intended long-term outcomes of the BUILD Grant Program. To the extent possible, performance indicators used in the reporting should align with the measures included in the application and should relate to at least one of the selection criteria defined in the Criteria section. Performance reporting continues for several years after project construction is completed, and DOT does not provide BUILD grant funding specifically for performance reporting. BUILD grant performance measures are posted on the BUILD website.

iii. Program Evaluation

As a condition of grant award, BUILD grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes

analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency" (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR § 200). Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

iv. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

I. FEDERAL AWARDING AGENCY CONTACT(S)

For further information concerning this notice please contact the BUILD grant program staff via e-mail at BUILDgrants@dot.gov. In addition, DOT will post answers to questions and requests for clarifications on the BUILD website. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact DOT directly, rather than through intermediaries or third parties, with questions. DOT staff may also conduct briefings on the BUILD grant selection and award process upon request.

J. OTHER INFORMATION

1. PROTECTION OF CONFIDENTIAL BUSINESS INFORMATION

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it "Contains Confidential Business Information (CBI);" (2) mark each page that contains confidential information with "CBI;" (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If DOT receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, DOT will follow the procedures described in its FOIA regulations at 49 CFR § 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. PUBLICATION AND SHARING OF APPLICATION INFORMATION

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in the Protection of Confidential Business Information section. The Department may make application narratives publicly available or share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program's objectives.



Sean P. Duffy

Issued in Washington D.C. on December 15, 2025

RESOLUTION NO. 2026-03

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2026 FEDERAL GRANT FOR THE WEKIVA TRAIL EXTENSION PROJECT (SEGMENT 1 AND SEGMENT 5); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR COMMITMENT TO SHARE IN FEES AND EXPENSES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 18, 2020, the City of Mount Dora adopted Resolution No. 2020-29 to form an alliance with Lake County and the City of Tavares to advance the concept of rails to trails; and

WHEREAS, on December 15, 2025, the United States Department of Transportation (USDOT) announced funding would be available for national infrastructure investments under the Better Utilizing Investments to Leverage Development (BUILD) grant program; and

WHEREAS, the Wekiva Trail Extension Project - Segment 1 and Segment 5 qualifies as a rural project under USDOT guidelines and is therefore eligible for funding up to 100% of project costs; and

WHEREAS, the City of Mount Dora, Lake County, and the City of Tavares have determined it is in the best interest of their communities to collaborate on submitting the 2026 BUILD Grant application to secure funding for the Wekiva Trail Extension Project; and

WHEREAS, the City of Mount Dora remains committed to supporting the application process, including sharing associated fees, and the operational and maintenance costs of the project within its jurisdiction.

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

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

SECTION 2. Commitment to Share Fees and Expenses.

A. The City of Mount Dora hereby supports the submittal of a 2026 BUILD Grant application, by Lake County, in an effort to receive funding for the Wekiva Trail Extension Project (Segment 1 and Segment 5).

B. The City of Mount Dora hereby agrees to pay one-third (1/3) of the cost of submitting the grant application which has been estimated by Lake County to be an amount not to exceed Eighteen Thousand Dollars ($18,000.00).

C. In the event, Lake County is awarded a 2026 BUILD Grant for the Wekiva Trail Extension Project (Segment 1 and Segment 5), the City of Mount Dora hereby commits to working with Lake County and the City of Tavares in budgeting future funds to share in the cost of operation and maintenance of such trail improvements located within the boundaries of the City of Mount Dora, Florida.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the 2026 BUILD Grant for the Wekiva Trail Extension Project (Segment 1 and Segment 5), as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 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 legal sufficiency.

_____
Patrick Brackins, City Attorney

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

DATE: **February 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Stormwater Facilities and Donnelly Street Roadway Recovery Update

Introduction:

This is an opportunity for staff to provide a summary and status of the emergency repairs and restoration projects related to the October 26–27, 2025 Flash Flood event.

Discussion:

On October 26, 2025, the City experienced an extreme rainfall event of approximately 14–19 inches, which overwhelmed the stormwater system, breached multiple retention ponds, and contributed to roadway washouts and utility damage, including along Donnelly Street and other key locations. This event impacted several existing stormwater facilities and the need to prioritize resilient reconstruction projects.

Budget Impact:

There will be capital and repair costs incurred or anticipated for stormwater facility reconstruction. The City's Finance Department is evaluating funding sources and financial planning considerations.

Several project costs will be from the Stormwater and Utility Funds. The Donnelly Street washout restoration is funded by the FEMA Grant for "Boardwalk". Roadway emergency repair under the FHWA (Federal Highway) Emergency Relief Program Grant with potential 80% reimbursement.

Strategic Impact:

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure.
Rebuilding damaged stormwater facilities is critical to protecting life safety, safeguarding public and private property, and preserving essential transportation and utility corridors. The proposed presentation advances City goals related to infrastructure resilience, environmental stewardship, and responsible fiscal planning, and will inform future decisions on capital improvements, development standards, and stormwater system upgrades.

Recommendation:
Informational item.

Attachment(s):
1. Projects Flash Flood Event Oct 26-27 2025 Table

Prepared by: Vince Sandersfeld, City Manager
Reviewed by:

Bill Mitchell, City Engineer	Approved - 2/5/2026
Steve Langley, Assistant City Manager-Electric Utility Director	Approved - 2/9/2026
Matthew Dodson, Budget Officer	Approved - 2/9/2026
Jennifer Gates, Finance Director	Approved - 2/10/2026
Jeanann Hand, City Clerk	Approved - 2/10/2026
Vince Sandersfeld, City Manager	Final Approval - 2/10/2026

October 26-27, 2025 Flash Flood Event Project Table

Project Name	Task Authorization	Status and Notes	Amount Encumbered*	Amount Spent*
Donnelly Street Emergency Roadway	"Boardwalk" Project FEMA Grant: $1,317,474 FHWA (Federal Highway) Emergency Relief Program Grant: 4-5 Million (Potential 80% Reimbursement)	**February 4, 2026** Federal Highway Administration (FHWA) bid packet approval. Awaiting final FDOT approval to publish.		$154,000
Donnely Street Utility Relocation: New 16" Water and 16" Reclaim Pipe Grandview Street	Engineering Design (Halff): $69,580 Construction: $2,237,900	Under Construction	$69,580	$48,860
Donnelly Street Underdrain	Construction (Cathcart): $189,240	Completed		
Public Works Retention Pond	Engineering Design (CMT) : $117,000	Under Design Services		
Chautauqua Stormwater and Canal Dredge	Stormwater Pond Engineering (Kimley-Horn): $40,733 Dredge Design Kimley-Horn): $92,285 Survey Work (SSMC): $8,368	Under Design Services	$150,518	$6,110
George Court (Highlands of Mount Dora) Stormwater	Engineering Design (Kimley-Horn)	Under Design Services	$34,212	$3,421
Dogwood Mountain, Lake John, Old Eustis Drainage Basin	Debris Clearing (Yard-Stop): $85,573 Lake Johns Out-Fall Reconstruction ( ): $17,500 Drainage Master Plan (Kimley-Horn): $99,110	Out-Fall Under Construction Master Planning Basin Under Review	$99,110	
Thrill Hill Erosion (Emergency Remediation)	Concept Plan Designs: $20,520 Construction (Cathcart): $91,125	Completed	$91,125	

* Finance Department Tracking P.O's as of 2/4/2026

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COUNTY MANAGER'S OFFICE
P.O. Box 7800 • 315 W. Main St., Suite 308 • Tavares, FL 32778

August 21, 2025

Mr. Vince Sandersfeld, City Manager
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement

Dear Mr. Sandersfeld:

The Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) calls for the City and the County to use their best efforts to adopt a new Joint Planning Agreement (JPA) within twelve (12) months of the Effective Date of the 2nd Amendment, which was June 27, 2023.

In June of 2024, we agreed to an extension of the 2nd Amendment until December 26, 2024. In December of 2024, we agreed to another extension until June 26, 2025. In June of 2025, we agreed to another extension until August 26, 2025. Since the efforts to adopt a new JPA are not yet complete, through the authority provided in Article III, Paragraph 4.a. of the 2nd Amendment, I propose the time to adopt a new JPA be extended until **February 22, 2026.**

If you, as City Manager for the City of Mount Dora, agree with the Extension, please sign below and return the fully executed letter no later than August 26, 2025.

Sincerely,

Jennifer Barker
County Manager

Enclosures: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment), First Extension Letter, Second Extension Letter, Third Extension Letter

Full execution below constitutes mutual agreement by the City Manager and County Manager and hereby extends the Second Amendment to the City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment), to February 22, 2026.

Jennifer Barker — 8/25/25
Jennifer Barker, County Manager — Date

Vince Sandersfeld — 8/25/2025
Vince Sandersfeld, City Manager — Date

P 352.343.9888 • F 352.343.9495
Board of County Commissioners • www.lakecountyfl.gov

Anthony Sabatini, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Timothy Morris, District 5

SECOND AMENDMENT TO CITY OF MOUNT DORA-LAKE COUNTY JOINT PLANNING AGREEMENT

This is a Second Amendment to the Joint Planning Agreement is made by and between the City of Mount Dora, a Florida Municipal Corporation (the "City") and Lake County, Florida, a political subdivision of the State of Florida (the "County").

PREAMBLE

WHEREAS, on September 28, 2004, the parties entered into a Joint Planning Agreement (JPA) for purposes of ensuring that the lands in the joint planning area are developed in a way that will ensure efficient provision of public infrastructure and services; and

WHEREAS, on March 3, 2015, the parties entered into a First Amendment to the JPA to adjust the boundary for the joint planning area in the vicinity of Bay Road and Old Highway 441; and

WHEREAS, the parties now desire to further amend the JPA to remove provisions that may be deemed contrary to current law; and

WHEREAS, the parties have determined that this amendment is in the best interests of the public health, safety, and welfare.

NOW, THEREFORE, the City and the County hereby agree as follows:

Section 1. **Recitals**. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. **Amendment**. Article III, entitled *Creation of Joint Planning Area,* of the original agreement dated September 28, 2004, is hereby replaced in its entirety to read as follows:

ARTICLE III – CREATION OF JOINT PLANNING AREA

1. The Joint Planning Area shall consist of those lands identified in **Exhibit "A"** attached hereto and shall supersede the area as amended through the First Amendment to this Agreement. Any conflict between the Joint Planning Area described in **Exhibit "A"** attached to this Second Amendment and any other prior depicted or established joint planning area, the Joint Planning Area set forth in this **Exhibit "A"** shall prevail.

2. The County and the City will use their best efforts to incorporate the terms and conditions of this agreement along with the boundaries of the Joint Planning Area into the Future Land Use Maps of their respective plans. The County and the City will use their best efforts to amend their Land Development Regulations to incorporate the terms and conditions stated herein. The County and the City will use their best efforts to implement the ideas set forth in Article V hereof.

3. a. It is the intent of the City and the County that the comprehensive plans of the City and the County shall ensure that the lands in the Joint Planning Area are developed consistent with development within the City, and, at the same time, develop in a way that will ensure efficient provision of public infrastructure and services in this area. Any property annexed subsequent to the adoption hereof shall be limited to a maximum density no greater than the highest density allowed within the Future Land Use category established for the property by the County immediately prior to annexation.

b. The amendments contemplated in paragraph a, above, shall cover growth management issues and may include, but are not limited to, the following topics:

(1) Timing of urban growth
(2) Density of urban and pre-urban areas
(3) Limiting private utility providers to areas outside the JPA
(4) Environmental resource management, including potential greenbelt areas
(5) Innovative and flexible planning such as mixed-use, clustering and open space provisions
(6) Transportation planning consistent with Lake County transportation plan

4. a. It is the intent of the City and the County that the lands in the Joint Planning Area are developed consistent with development within the City. In order to accomplish this goal, the City and the County agree that within twelve (12) months of the Effective Date of this Amendment, the parties shall use their best efforts to adopt a new JPA as part of the countywide planning initiative which shall apply within both the incorporated and the unincorporated portions of the Joint Planning Area. Failure to adopt a new JPA in the twelve (12) month period set forth herein shall not invalidate the effectiveness of this Agreement. Extensions of the twelve (12) month period may be mutually agreed upon by the City Manager and County Manager without requiring a further amendment to this Agreement.

b. In the interim time between the Effective Date of this amendment and the adoption of new JPA, the County shall continue to provide development applications to the City for review in accordance with Article IV. The City shall not require a development review fee from the applicant to provide comments to the County, unless the review is related to the developer applying to the City for review of utilities or infrastructure improvements, then the applicant will be charged all pass-through fees and permit fees. Comments will be directed to the County, with a copy to the applicant.

c. If the property owner voluntarily applies to annex into the City under Section 171.044, Florida Statutes, at time of annexation, the County's Land Use and Zoning shall remain in effect until a formal application for Land Use and/or Zoning map amendment are submitted to the City by the property owner.

5. a. The City shall annex only lands in the Joint Planning Area and shall not annex any lands outside of the Joint Planning Area without amendment of **Exhibit "A"** of this Agreement. As real property within the area depicted as unincorporated is annexed into the City, it shall be unnecessary to amend this Agreement or **Exhibit "A."**

b. Terms of Annexation Related to Transfer of Infrastructure. All future municipal annexation-related transfers of infrastructure shall occur consistent with the following terms: Upon annexation of a sum greater than fifty (50%) of the existing front footage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between the two nearest collector streets (or streets with a higher classification) intersecting rights-of-way (i.e. cross streets), except for existing County roads currently being maintained within the City, as set forth herein below, the City shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties.

The following list of County roads shall not require assumption of maintenance:

1. Wolfbranch Road
2. Robie Avenue;
3. Old Highway 441;
4. CR19A;
5. Britt Road; and
6. Round Lake Road.

c. Terms of Non-Annexation Related Transfer of Infrastructure and Right-of- Way. Transfers of maintenance responsibility and ownership from the County to the City related to road rights-of-ways and their associated drainage facilities not associated with an annexation shall require an agreement between the City and the County.

6. County Right-of-Way Maintenance Responsibility. Unless this Agreement is modified pursuant to Article V below, the County agrees to continue to maintain, regardless of any adjacent annexations, the particular roadways, or segments thereof, and associated drainage facilities within the JPA specifically identified in the list contained in Section 5.b above. The County agrees to continue to maintain these facilities until transferred to the City in accordance with the terms of this Agreement, or as this Agreement is modified pursuant to Article V below. Upon execution of this Agreement, any new roads constructed by the County in the City shall be maintained and owned by the County.

Section 3. **Retroactive Application.** This Second Amendment shall have retroactive application to and including April 23, 2023, and shall supersede that written notice of termination of the JPA provided by the County on October 25, 2022.

Section 4. **Other Provisions.** All other provisions of the original JPA shall remain in effect unless otherwise amended in writing or terminated by one or both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amended Agreement on the respective dates under each signature: the COUNTY through its Board of Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action, and the CITY through its City Council, signing by and through its Mayor, duly authorized to execute same by Council action.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Kirby Smith, Chairman
This 27th day of June, 2023.

Approved as to form and legality:

6/27/23

Melanie Marsh, County Attorney

CITY OF MOUNT DORA, FLORIDA

By:_____
Crissy Stile, Mayor

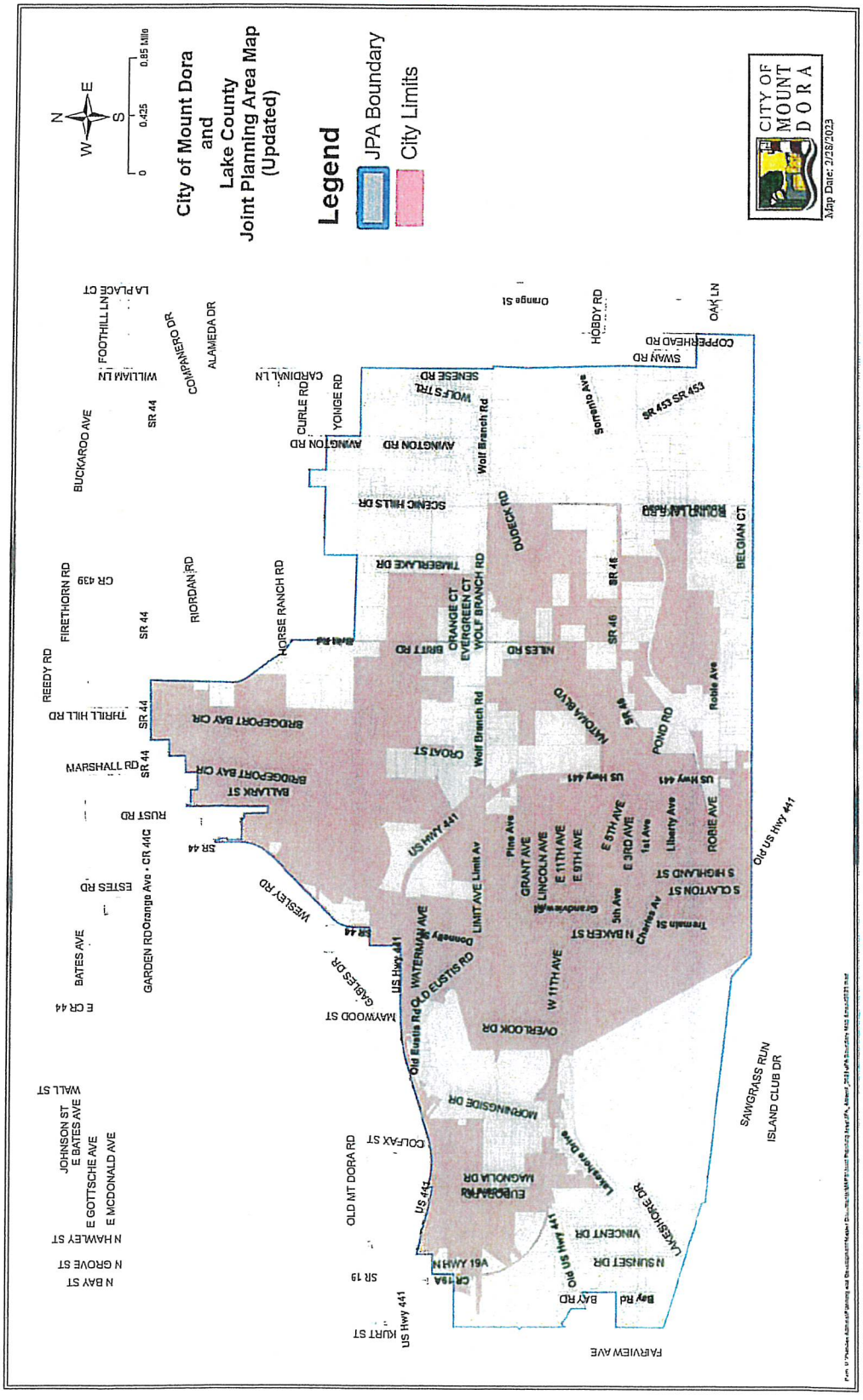
ATTEST:

By:_____
Jeanann Hand, City Clerk

Approved as to form and legality
as to the City of Mount Dora, only.

_____
Sherry G. Sutphen, City Attorney

Exhibit "A"



S:\D

1

LAKE COUNTY, FL
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COUNTY MANAGER'S OFFICE
P.O. Box 7800 • 315 W. Main St., Suite 308 • Tavares, FL 32778

June 21, 2024

Mr. Vince Sandersfeld, City Manager
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement

Dear Mr. Sandersfeld:

The Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) calls for the City and the County to use their best efforts to adopt a new Joint Planning Agreement (JPA) within twelve (12) months of the Effective Date of the 2nd Amendment, which was June 27, 2023.

Since the efforts to adopt a new JPA are not yet complete, through the authority provided in Article III, Paragraph 4.a. of the 2nd Amendment, I propose the time to adopt a new JPA be extended until **December 26, 2024.**

If you, as City Manager for the City of Mount Dora, agree with the Extension, please sign below and return the fully executed letter no later than June 26, 2024.

Sincerely,

Jennifer Barker
County Manager

Enclosure: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment)

Full execution below constitutes mutual agreement by the City Manager and County Manager and hereby extends the Second Amendment to the City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) to December 26, 2024.

Jennifer Barker, County Manager — Date: 6/21/24

Vince Sandersfeld, City Manager — Date: 6/24/2024

P 352.343.9888 • F 352.343.9495
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

LAKE COUNTY, FL
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COUNTY MANAGER'S OFFICE
P.O. Box 7800 • 315 W. Main St., Suite 308 • Tavares, FL 32778

November 25, 2024

Mr. Vince Sandersfeld, City Manager
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement

Dear Mr. Sandersfeld:

The Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) calls for the City and the County to use their best efforts to adopt a new Joint Planning Agreement (JPA) within twelve (12) months of the Effective Date of the 2nd Amendment, which was June 27, 2023.

In June of 2024, we agreed to an extension of the 2nd Amendment until December 26, 2024. Since the efforts to adopt a new JPA are not yet complete, through the authority provided in Article III, Paragraph 4.a. of the 2nd Amendment, I propose the time to adopt a new JPA be extended until **June 26, 2025.**

If you, as City Manager for the City of Mount Dora, agree with the Extension, please sign below and return the fully executed letter no later than December 10, 2024.

Sincerely,

Jennifer Barker
County Manager

Enclosures: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment), First Extension Letter

Full execution below constitutes mutual agreement by the City Manager and County Manager and hereby extends the Second Amendment to the City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) to June 26, 2025.

Jennifer Barker, County Manager — Date: 11/19/24

Vince Sandersfeld, City Manager — Date: 11/25/2024

P 352.343.9888 • F 352.343.9495
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

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COUNTY MANAGER'S OFFICE
P.O. Box 7800 • 315 W. Main St., Suite 308 • Tavares, FL 32778

June 4, 2025

Mr. Vince Sandersfeld, City Manager
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement

Dear Mr. Sandersfeld:

The Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) calls for the City and the County to use their best efforts to adopt a new Joint Planning Agreement (JPA) within twelve (12) months of the Effective Date of the 2nd Amendment, which was June 27, 2023.

In June of 2024, we agreed to an extension of the 2nd Amendment until December 26, 2024. In December of 2024, we agreed to another extension until June 26, 2025. Since the efforts to adopt a new JPA are not yet complete, through the authority provided in Article III, Paragraph 4.a. of the 2nd Amendment, I propose the time to adopt a new JPA be extended until **August 26, 2025.**

If you, as City Manager for the City of Mount Dora, agree with the Extension, please sign below and return the fully executed letter no later than June 15, 2025.

Sincerely,

Jennifer Barker
Jennifer Barker
County Manager

Enclosures: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment), First Extension Letter, Second Extension Letter

Full execution below constitutes mutual agreement by the City Manager and County Manager and hereby extends the Second Amendment to the City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment), August 26, 2025.

Jennifer Barker — 04/06/25
Jennifer Barker, County Manager — Date

Vince Sandersfeld — 6/4/2025
Vince Sandersfeld, City Manager — Date

P 352.343.9888 • F 352.343.9495
Board of County Commissioners • www.lakecountyfl.gov

Anthony Sabatini, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Timothy Morris, District 5

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

DATE: **February 17, 2026**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Lobbyist Update

Introduction:
Gray Robinson, P.A. represents the City of Mount Dora in activities related to the legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status of current work in progress.

Discussion:
Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the January 2026 Monthly Report.

Budget Impact:
Lobbyist Activities are funded in GL account 421-1910-536.31-11

Strategic Impact:
The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation:
Informational Item.

Attachment(s):
1. Mount Dora January 2026 Report

Prepared by: Jeanann Hand, City Clerk
Reviewed by:

Vince Sandersfeld, City Manager Final Approval - 2/6/2026

January 29, 2026

City of Mount Dora
January Activity Report

Communications

- Weekly Session Newsletter
- Met with House and Senate Subcommittee Appropriations Chairs to discuss appropriations projects, including:
    - House Agriculture & Natural Resources Budget Subcommittee
    - House Information Technology Budget & Policy Subcommittee
    - Senate Appropriations Committee on Agriculture, Environment, and General Government
    - Senate Appropriations Committee on Transportation, Tourism, and Economic Development
- Met with Representative Cobb and Senator Truenow's staff to discuss the appropriations requests and provide one-page briefing materials
- Met with councilmembers in Tallahassee during Florida League of Cities Legislative Days

Next Steps

- Continue to monitor and share updates on relevant grant opportunities
- Continue to meet with key legislators regarding 2026 Legislative priorities

Ryan Matthews/Angela Drzewiecki